

## APPENDIX A

PAMELA A. MOREAU  
Trial Attorney  
U.S. Department of Justice  
Environmental Enforcement Section  
Environment and Natural Resources Division  
P.O. Box 7611  
Ben Franklin Station  
Washington, DC 20044-7611  
(202) 514-3659  
PM-1710

SUSAN CASSELL  
Assistant United States Attorney  
United States Attorney's Office  
District of New Jersey  
970 Broad Street, Room 501  
Newark, NJ 07102  
(973) 645-2847

FILED

JAN 26 2000

AT 8:30 ..... M  
WILLIAM T. WALSH  
CLERK

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA,

Plaintiff,

v.

AlliedSignal Inc.; Ashland  
Inc.; BASF Corp.; Becton,  
Dickinson and Co.; Benjamin  
Moore & Co.; Borden, Inc.;  
Ciba Specialty Chemicals Corp.;  
Colgate-Palmolive Co.; Con-Lux  
Coatings, Inc.; Curtiss-Wright  
Corp.; Cytex Industries Inc.;  
The Dow Chemical Co.; E.I. du  
Pont de Nemours and Co.;  
Exxon Chemical Americas;  
Fisher-Price, Inc.; Ford Motor  
Co.; General Electric Co.; General  
Motors Corp.; Gulton  
Industries; Henkel Corp.;  
Hercules, Inc.; HNA Holdings,  
Inc.; Hoffmann-LaRoche, Inc.;  
Indopco, Inc. d/b/a National  
Starch and Chemical Co.;  
International Business Machines  
Corporation; International  
Flavors & Fragrances Inc.  
Johnson & Johnson;  
Kimberly-Clark Corp.;  
Lucent Technologies Inc.;

CIVIL ACTION NO.

99-3766 (WTHW)

CONSENT DECREE

ENTERED

on  
THE DOCKET  
on 1/26/00  
WILLIAM T. WALSH, CLERK  
By *[Signature]*  
(Deputy Clerk)

Mattel, Inc.; Mayco Oil & Chemical; )  
Merck & Co.; Mobil Business )  
Resources Corp.; Morton )  
International, Inc.; Novartis )  
Corp.; Olin Corp.; Pfizer )  
Inc.; PPG Industries, Inc.; )  
Pratt & Whitney; Reichhold, Inc. )  
Rohm and Haas Co.; Schering Corp.; )  
Sequa Corp.; Shell Oil Co.; )  
Solutia Inc.; Tang Realty, Inc.; )  
Texaco, Inc.; Union Carbide Corp.; )  
USX Corp.; W.R. Grace & Co.; )  
Wyeth-Ayerst Pharmaceuticals Inc., )  
 )  
Defendants. )

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

STATE OF NEW JERSEY, )

Plaintiff, )

v. )

CIVIL ACTION NO. )

AlliedSignal Inc.; Ashland )  
Inc.; BASF Corp.; Becton, )  
Dickinson and Co.; Benjamin )  
Moore & Co.; Borden, Inc.; Ciba )  
Specialty Chemicals Corp.; )  
Colgate-Palmolive Co.; Con-Lux )  
Coatings, Inc.; Curtiss-Wright )  
Corp.; Cytec Industries Inc.; )  
The Dow Chemical Co.; E.I. du )  
Pont de Nemours and Co.; )  
Exxon Chemical Americas; )  
Fisher-Price, Inc.; Ford Motor )  
Co.; General Electric Co.; )  
General Motors Corp.; Gulton )  
Industries; Henkel Corp.; )  
Hercules, Inc.; HNA Holdings, )  
Inc.; Hoffmann-LaRoche, Inc.; )  
Indopco, Inc. d/b/a National )  
Starch and Chemical Co.; )  
International Business Machines )  
Corporation; International )  
Flavors & Fragrances )  
Inc.; Johnson & Johnson; )  
Kimberly-Clark Corp.; Lucent )  
Technologies Inc.; Mattel, Inc.; )  
Mayco Oil & Chemical; )

CONSENT DECREE )

Merck & Co.; Mobil Business )  
Resources Corp.; Morton )  
International, Inc.; Novartis )  
Corp.; Olin Corp.; Pfizer Inc.; )  
PPG Industries, Inc.; )  
Pratt & Whitney; Reichhold, )  
Inc.; Rohm and Haas Co.; )  
Schering Corp.; Sequa Corp.; )  
Shell Oil Co.; Solutia Inc.; )  
Tang Realty, Inc.; Texaco, )  
Inc.; Union Carbide Corp.; USX )  
Corp.; W.R. Grace & Co.; )  
Wyeth-Ayerst Pharmaceuticals Inc., )

Defendants.

## TABLE OF CONTENTS

I.	BACKGROUND . . . . .	1
II.	JURISDICTION . . . . .	5
III.	PARTIES BOUND . . . . .	5
IV.	DEFINITIONS . . . . .	6
V.	GENERAL PROVISIONS . . . . .	12
VI.	PERFORMANCE OF THE WORK BY SETTLING WORK DEFENDANTS	17
VII.	QUALITY ASSURANCE, SAMPLING, and DATA ANALYSIS . . .	22
VIII.	ACCESS AND INSTITUTIONAL CONTROLS . . . . .	23
IX.	REPORTING REQUIREMENTS . . . . .	27
X.	EPA APPROVAL OF PLANS AND OTHER SUBMISSIONS . . . . .	29
XI.	PROJECT COORDINATORS . . . . .	30
XII.	ASSURANCE OF ABILITY TO COMPLETE WORK . . . . .	31
XIII.	CERTIFICATION OF COMPLETION . . . . .	33
XIV.	EMERGENCY RESPONSE . . . . .	34
XV.	REIMBURSEMENT OF RESPONSE COSTS . . . . .	34
XVI.	INDEMNIFICATION AND INSURANCE . . . . .	39
XVII.	FORCE MAJEURE . . . . .	41
XVIII.	DISPUTE RESOLUTION . . . . .	42
XIX.	STIPULATED PENALTIES . . . . .	45
XX.	COVENANTS BY PLAINTIFFS . . . . .	50
XXI.	COVENANTS BY SETTLING DEFENDANTS AND SETTLING FEDERAL AGENCIES . . . . .	53
XXII.	EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION . . . .	55
XXIII.	ACCESS TO INFORMATION . . . . .	56

XXIV.	RETENTION OF RECORDS . . . . .	57
XXV.	NOTICES AND SUBMISSIONS . . . . .	59
XXVI.	EFFECTIVE DATE AND TERMINATION . . . . .	60
XXVII.	RETENTION OF JURISDICTION . . . . .	61
XXVIII.	APPENDICES . . . . .	61
XXIX.	COMMUNITY RELATIONS . . . . .	61
XXX.	MODIFICATION . . . . .	62
XXXI.	LODGING AND OPPORTUNITY FOR PUBLIC COMMENT . . . . .	62
XXXII.	SIGNATORIES/SERVICE . . . . .	62

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA

Plaintiffs,

v.

ALLIED SIGNAL CORP., ET AL.,

Defendants.

CIVIL ACTION NO.

STATE OF NEW JERSEY

Plaintiff,

ALLIED SIGNAL CORP., ET AL.,

Defendants.

CIVIL ACTION NO.

CONSENT DECREE

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9606, 9607.

B. The United States in its complaint seeks, inter alia: (1) reimbursement of costs incurred by EPA and the Department of Justice for response actions at the Chemsol, Inc. Superfund Site ("Site") in Piscataway Township, Middlesex County, New Jersey, together with accrued interest; and (2) performance of studies and response work by the defendants at the Site consistent with the National Contingency Plan, 40 C.F.R. Part 300 (as amended) ("NCP").

C. In accordance with the NCP and Section 121(f)(1)(F) of CERCLA, 42 U.S.C. § 9621(f)(1)(F), EPA notified the State of New Jersey (the "State") on July 8, 1998 of negotiations with potentially responsible parties regarding the implementation of the remedial design and remedial action for the Site, and EPA has provided the State with an opportunity to participate in such negotiations and be a party to this Consent Decree.

D. The State has also filed a complaint against the defendants and the United States in this Court alleging that the defendants and the Settling Federal Agencies are liable to the State under Section 107 of CERCLA, 42 U.S.C. § 9607, and under the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., the Sanitary Landfill Facility Closure and Contingency Fund Act, N.J.S.A. 13:1E-100 et seq., the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq., the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., water quality legislation set forth at N.J.S.A. 23:5-28, the common law of nuisance, the common law of negligence and strict liability, all with respect to the Site.

E. In its complaint, the State seeks, among other things, (1) reimbursement of costs incurred by the State at the Site, (2) reimbursement of future costs to be incurred by the State at the Site, (3) performance by the defendants of the operation and maintenance of the remedial action at the Site, (4) damages for injury to, destruction of, or loss of natural resources within the State or belonging to, managed by, controlled by or held in trust by, or appertaining to, the State resulting from releases or discharges of hazardous substances at the Site, and (5) reimbursement of costs and fees incurred by the State.

F. The complaints filed by the United States and the State have been consolidated for the purpose of the entry of this Consent Decree.

G. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), EPA notified the National Oceanographic and Atmospheric Administration and the Department of Interior on September 30, 1998 of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the natural resources under Federal trusteeship and encouraged the trustee(s) to participate in the negotiation of this Consent Decree. EPA has also informed the State, which has informed the Commissioner, as the trustee responsible for the protection of the Natural Resources within the State or belonging to, managed by, controlled by, held in trust by, or appertaining to, the State, of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the Natural Resources under State trusteeship and the Commissioner has participated in the negotiation of this Consent Decree.

H. The defendants that have entered into this Consent Decree ("Settling Defendants") do not admit any liability to the Plaintiffs or to anyone else, arising out of the transactions or occurrences alleged in the complaints filed by the United States and the State, or with respect to any issue dealt with in this Consent Decree, nor do they acknowledge that the release or threatened release of hazardous substance(s) at or from the Site constitutes an imminent or substantial endangerment to the public



health or welfare or the environment. More particularly, the Settling Defendants do not admit that their settlement of the NJDEP's claims regarding natural resources damages in any way prejudices the position of the appellants in New Jersey Site Remediation Industry Network, et al. v. New Jersey Department of Environmental Protection, Docket No. A-5272-97T3, now pending in the Appellate Division. The Settling Federal Agencies do not admit any liability arising out of the transactions or occurrences alleged in any counterclaim asserted by the Settling Defendants or any claim by the State.

I. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 8, 1983, 48 Fed. Reg. 40658.

J. On September 20, 1991, EPA issued a Record of Decision, selecting an interim groundwater remedy ("Interim Remedy") for the Site. On March 9, 1992, EPA issued Administrative Order Index No. II-CERCLA-20104 ("Order"), under Section 106(a) of CERCLA, 42 U.S.C. § 9606(a), requiring the respondents named in the Order to perform and pay for the Interim Remedy. Subsequently, some of the respondents named in the Order, together with other Settling Defendants, completed construction of the Interim Remedy and continue to operate and maintain the Interim Remedy pursuant to the requirements of the Order.

K. EPA completed a Remedial Investigation Report in October, 1996, and EPA issued a Feasibility Study ("FS") Report on August 11, 1997.

L. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of the completion of the FS and of the proposed plan for remedial action on August 11, 1997, in a major local newspaper of general circulation. EPA provided an opportunity for written and oral comments from the public on the proposed plan for remedial action. A copy of the transcript of the public meeting is available to the public as part of the administrative record upon which the Regional Administrator based the selection of the response action.

M. The decision by EPA on the remedial action to be implemented at the Site is embodied in a Record of Decision ("ROD"), executed on September 18, 1998, on which the State had a reasonable opportunity to review and comment. The ROD includes a responsiveness summary to the public comments. Notice of the final plan was published in accordance with Section 117(b) of CERCLA.

N. Based on the information presently available to EPA and the State, EPA and the State believe that the Work will be properly and promptly conducted by the Settling Work Defendants if conducted in accordance with the requirements of this Consent Decree and its appendices.

O. The Site is owned by Tang Realty, Inc. ("Tang"). Tang has provided a deed notice to the Settling Work Defendants to be placed in escrow until NJDEP requests that it be recorded.

P. Solely for the purposes of Section 113(j) of CERCLA, the Remedial Action selected by the ROD and the Work to be performed by the Settling Work Defendants shall constitute a response action taken or ordered by the President.

Q. The Settling Defendants have provided to a neutral allocator all factual information relating to their alleged liability for response costs at the Site, on the basis of which the neutral allocator has issued a plan for the allocation among the Settling Defendants and others of such response costs. The plan issued by the neutral allocator has formed the basis for the settlement by the Settling Defendants among themselves.

R. EPA and the State have determined that certain of the Settling Defendants ("De Minimis Settling Defendants") meet the criteria set forth in Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), authorizing de minimis settlements; that, except as provided herein, the settlement embodied in this Consent Decree is intended to be a final settlement of all present and future claims asserted by the United States and the State in their complaints in this matter against the De Minimis Settling Defendants with respect to the Site; and that the settlement embodied in this Consent Decree is consistent with the public interest.

S. With respect to the De Minimis Settling Defendants, EPA and the State have found, in accordance with Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1), that prompt settlement with each of the De Minimis Settling Defendants is practicable and in the public interest; that the payment to be made by each of the De Minimis Settling Defendants under this Consent Decree involves only a minor portion of the response costs at the Site, based upon the estimate contained in the ROD of the total response costs incurred and to be incurred at or in connection with the Site; that the amount of hazardous substances contributed or allegedly contributed to the Site by each of the De Minimis Settling Defendants is minimal in comparison to other hazardous substances at the Site, because the amount of hazardous substances contributed or allegedly contributed to the Site by each of the De Minimis Settling Defendants does not exceed one percent (1%) of the hazardous substances at the Site; and that the hazardous substances contributed to the Site by the De Minimis Settling Defendants are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site.

T. The Settling Defendants have established the Chemsol Superfund Site Environmental Remediation Trust to receive certain settlement and other payments with respect to the Site from certain of the Settling Defendants, and the Chemsol Superfund Site Qualified Settlement Fund Trust to receive certain other settlement

and other payments from certain of the Settling Defendants.

U. The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and implementation of this Consent Decree will expedite the cleanup of the Site and will avoid prolonged and complicated litigation among the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, with the consent of the parties to this Decree, it is hereby Ordered, Adjudged, and Decreed:

## II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9606, 9607, and 9613(b). This Court also has personal jurisdiction over the United States, the State and the Settling Defendants. Solely for the purposes of this Consent Decree and the underlying complaints, the United States, the State and the Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Settling Defendants shall not challenge the terms of this Consent Decree. The United States, the State and the Settling Defendants shall not challenge this Court's jurisdiction to enter and enforce this Consent Decree.

## III. PARTIES BOUND

2. This Consent Decree applies to and is binding upon the United States and the State, including, without limitation, the Commissioner, as Trustee for State Natural Resources, and upon the Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal status of a Settling Defendant including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Defendant's responsibilities under this Consent Decree.

3. Settling Work Defendants shall provide a copy of this Consent Decree to each contractor hired to perform the Work (as defined below) required by this Consent Decree and to each person representing any Settling Work Defendant with respect to the Site or the Work and shall condition all contracts entered into hereunder upon performance of the Work in conformity with the terms of this Consent Decree. Settling Work Defendants or their contractors shall provide written notice of this Consent Decree to all subcontractors hired to perform any portion of the Work required by this Consent Decree. Settling Work Defendants shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work contemplated herein in accordance with this Consent Decree. With regard to the activities undertaken pursuant to this Consent Decree, each contractor and subcontractor

shall be deemed to be in a contractual relationship with the Settling Work Defendants within the meaning of Section 107(b)(3) of CERCLA, 42 U.S.C. § 9607(b)(3).

#### IV. DEFINITIONS

4. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

"Access Easement" shall mean the easement running with the land, to be provided by the Owner Settling Defendant with respect to the Site pursuant to Paragraph 20 of Section VIII (Access and Institutional Controls).

"CEA" shall mean a Classification Exception Area established by NJDEP pursuant to N.J.A.C. 7:26E-6.1(g).

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§9601 et seq.

"Closure Act" shall mean the Sanitary Landfill Facility Closure and Contingency Fund Act, N.J.S.A. 13:1E-100 et seq.

"Code" shall mean the Internal Revenue Code of 1986, 26 U.S.C. § 1 et seq.

"Code Regulations" shall mean the Internal Revenue Regulations, 26 C.F.R. § 1 et seq., issued by the Internal Revenue Service pursuant to the Code.

"Commissioner" shall mean the Commissioner of the New Jersey Department of Environmental Protection, who has been duly designated to act on behalf of the public as trustee of all State Natural Resources and for the assessment and recovery of damages for injury to, destruction of, or loss of all State Natural Resources.

"Consent Decree" shall mean this Decree and all appendices attached hereto (listed in Section XXVIII). In the event of conflict between this Decree and any appendix, this Decree shall control.

"Day" shall mean a calendar day unless expressly stated to be a working day. "Working day" shall mean a day other than a Saturday, Sunday or Federal holiday. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

"Deed Notice" shall mean the document attached hereto as Appendix A, to be executed and to be held in escrow by the Settling Work Defendants until such time that NJDEP requests that the Deed Notice be recorded in the office of the Clerk of Middlesex County, New Jersey pursuant to Paragraph 9(b) of Section VIII (Access and Institutional Controls).

"DOJ" shall mean the United States Department of Justice and any successor departments or agencies of the United States.

"EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

"ERT" shall mean the Chemsol Superfund Site Environmental Remediation Trust, established by the Settling Defendants pursuant to the ERT Agreement, and all monies therein. The ERT was established under the laws of the State of New Jersey as a "grantor trust" under Section 671 et seq. of the Code and is designed to qualify as an environmental remediation trust under Code Regulations Section 301.7701-4(e).

"ERT Agreement" shall mean the Chemsol Superfund Site Environmental Remediation Trust Agreement, dated as of June 1, 1999.

"Five Year Reviews" shall mean reviews conducted pursuant to Section 121(c) of CERCLA, 42 U.S.C. § 9621(c).

"Future Response Costs," shall mean all costs, including, but not limited to, direct and indirect costs, that the United States or the State incurs, as to the United States, from or after the Effective Date of this Consent Decree, and as to the State, from or after February 13, 1998, in reviewing or developing plans, reports and other items pursuant to this Consent Decree, verifying the work, or otherwise implementing, overseeing, or enforcing this Consent Decree, including, but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Sections VIII (including, but not limited to, the amount of just compensation), XIV, and Paragraph 79 of Section XX. Future Response Costs, as to EPA, shall also include all Interim Response Costs and all Interest on the Past Response Costs that has accrued pursuant to 42 U.S.C. § 9607(a) during the period from April 25, 1998 for Payroll Costs and from May 12, 1998 for all other costs, to the Effective Date of this Consent Decree.

"Interim Remedy" shall mean the interim groundwater remedy selected in the Interim ROD issued September 20, 1991.

"Interim Response Costs" shall mean all costs, including direct and indirect costs, (a) paid by the United States in connection with the Site between April 25, 1998 and the Effective Date of this Consent Decree for Payroll Costs and between May 12, 1998 and the Effective Date of this Consent Decree for all other costs, or (b)

incurred by the United States prior to the Effective Date of this Consent Decree but paid after that date.

"Interim ROD" shall mean the Record of Decision signed by the Regional Administrator, EPA Region II on September 20, 1991, selecting the Interim Remedy.

"Interest" shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established under Subchapter A of Chapter 98 of Title 26 of the U.S. Code, compounded on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

"Municipal Sewage Sludge" shall mean any solid, semi-solid, or liquid residue removed during the treatment of municipal waste water or domestic sewage, and may include residue removed, all or in part, during the treatment of wastewater from manufacturing or processing operations, provided that such residue has essentially the same characteristics as residue removed during the treatment of domestic sewage.

"Municipal Solid Waste" shall mean household waste and solid waste collected from non-residential sources that is essentially the same as household waste. While the composition of such wastes may vary considerably, municipal solid waste generally is composed of large volumes of non-hazardous substances (e.g., yard waste, food waste, glass, and aluminum) and can contain small amounts of other waste as typically may be accepted in RCRA Subtitle D landfills.

"Natural Resources" for the purpose of Paragraphs 75 and 77 shall have the broader of the meanings provided in Section 101(16) of CERCLA, 42 U.S.C. §9601(16), or Section 3 of the Spill Act, N.J.S.A. 58:10-23.11b, and shall include, but not be limited to, all land, fish, shellfish, wildlife, biota, air, waters, and other such resources.

"Natural Resources Damages" for the purpose of Paragraphs 75 and 77 shall have the broader of the meanings provided in Section 107(a)(4)(C) of CERCLA, 42 U.S.C. §9607(a)(4)(C), or Section 8(a)(2) of the Spill Act, N.J.S.A. 58:10-23.11g(a)(2), and shall include, but not be limited to, injury to, destruction of or loss of Natural Resources, including the costs of assessing such injury, destruction or loss resulting from a release of hazardous substances and the costs of restoration, lost use, lost services and non-use values, and shall also include, without limitation, "any natural resource damaged or destroyed by a discharge," within the meaning of Section 8(a)(2) of the Spill Act, N.J.S.A. 58:10-23.11g(a)(2).

"NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

"NJDEP" or "Department" shall mean the New Jersey Department of Environmental Protection and any successor departments or agencies of the State.

"Operation and Maintenance" or "O&M" shall mean all activities required to maintain the effectiveness of the Remedial Action as required under the Operation and Maintenance Plan approved or developed by EPA pursuant to this Consent Decree and the Statement of Work ("SOW").

"Order" shall mean Administrative Order Index No. II-CERCLA-20104, issued by EPA Region II on March 9, 1992 under Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

"Owner, Operator, or Lessee of Residential Property" shall mean a person who owns, operates, manages, or leases Residential Property and who uses or allows the use of the Residential Property exclusively for residential purposes.

"Owner Settling Defendant" shall mean Tang Realty, Inc.

"Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper case letter.

"Parties" shall mean the United States, the State and the Settling Defendants.

"Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States and the State paid at or in connection with the Site, as to the United States, through April 25, 1998 for Payroll costs and through May 12, 1998 for all other costs, plus Interest on all such costs which has accrued pursuant to 42 U.S.C. § 9607(a) through such dates, and as to the State, through February 13, 1998.

"Performance Standards" shall mean the cleanup standards and other measures of achievement of the goals of the Remedial Action, set forth in the Sections of the ROD entitled "Remedial Action Objectives" (at page 13 of the ROD), Protection of Human Health and the Environment (at Page 29 of the ROD) and Compliance with ARARs (at Page 30 of the ROD) and Section I of the SOW and any modified performance standards established by EPA pursuant to the "technical impracticability" provision of Paragraph 12(d).

"Plaintiffs" shall mean the United States and the State.

"QSF Agreement" shall mean the Chemsol Superfund Site Qualified Settlement Fund Trust Agreement, dated as of June 1, 1999, a copy of which is attached hereto as Appendix B.

"QSF Trust" shall mean the Chemsol Superfund Site Qualified Settlement Fund Trust, established by the Settling Work Defendants pursuant to the terms of the QSF Agreement, and approved by the

Court pursuant to this Consent Decree, and all monies therein. The QSF Trust was established as a trust under the laws of the State of New Jersey and is designed to qualify as a Qualified Settlement Fund under Section 468B of the Code and the Code Regulations thereunder.

"RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, et seq. (also known as the Resource Conservation and Recovery Act).

"Remedial Action" shall mean those activities, except for Operation and Maintenance, to be undertaken by the Settling Work Defendants to implement the ROD, in accordance with the SOW and the final Remedial Design and Remedial Action Work Plans and other plans approved by EPA.

"Remedial Action Work Plan" shall mean the document developed pursuant to Paragraph 12 of this Consent Decree and approved by EPA, and any amendments thereto. A separate Remedial Action Work Plan shall be submitted for each Remedial Work Element.

"Remedial Design" shall mean those activities to be undertaken by the Settling Work Defendants to develop the final plans and specifications for the Remedial Action pursuant to the Remedial Design Work Plan.

"Remedial Design Work Plan" shall mean the document developed pursuant to Paragraph 11 of this Consent Decree and approved by EPA, and any amendments thereto.

"Remedial Work Element" shall mean a portion of the Work identified in the SOW. Remedial Work Element I shall mean the portion of the Remedial Action which addresses contaminated soils. Remedial Work Element II shall mean the portion of the Remedial Action which addresses contaminated groundwater.

"Residential Property" shall mean single or multi-family residences, including accessory land, buildings, or improvements incidental to such dwellings, which are exclusively for residential use.

"ROD" shall mean the EPA Record of Decision signed on September 18, 1998, by the Regional Administrator, EPA Region II, or her delegate, and all attachments thereto. The ROD is attached hereto as Appendix C.

"Section" shall mean a portion of this Consent Decree identified by a roman numeral.

"Settling Defendants" shall mean those Parties identified in Appendix D to this Consent Decree, which are resolving any claims which have been or could be asserted against them with regard to the Site as provided in this Consent Decree, and includes their



corporate predecessors, parents, subsidiaries, affiliated corporations, officers, directors, employees or agents, whose alleged liability is based upon the generation of or transport by said Settling Defendants of Waste Material to the Site. Settling Defendants identified in Section 1 of Appendix D are the Settling Work Defendants. Settling Defendants identified in Section 2 of Appendix D are the De Minimis Settling Defendants. Settling Defendant identified in Section 3 of Appendix D is the current owner Settling Defendant. This definition of Settling Defendants specifically does not include Marvin Mahan, Transtech Industries, Inc., Chemsol, Inc., Scientific, Inc., and Scientific Chemical Treatment Company, Inc.

"Settling Federal Agencies" shall mean those departments, agencies, and instrumentalities of the United States identified in Appendix E, which are resolving any claims which have been or could be asserted against them with regard to the Site as provided in this Consent Decree.

"Sewage Sludge" means solid, semisolid, or liquid residue removed during the treatment of municipal waste water, domestic sewage, or other waste water at or by publicly owned or federally owned treatment works.

"Site" shall mean the Chemsol, Inc. Superfund Site, encompassing approximately forty acres, located at the end of Fleming Street in Piscataway Township, Middlesex County, New Jersey, and as described in the ROD, and the areal extent of the contamination from the property. The Site is generally depicted on the map attached as Appendix F to this Consent Decree.

"Small Business" shall mean any business entity that employs no more than 100 individuals and is a "small business concern" as defined under the Small Business Act (15 U.S.C. 631, et seq.).

"Small Nonprofit Organization" shall mean any organization that does not distribute any part of its income or profit to its members, directors, or officers, employs no more than 100 paid individuals at the involved chapter, office, or department, and was recognized as a nonprofit organization under Section 501(c)(3) of the Internal Revenue Code of 1986.

"State Natural Resources Damages" for the purpose of Paragraph 75 and 77 shall mean Natural Resources Damages recoverable by the State under Section 107 of CERCLA, 42 U.S.C. §9607, Section 8(a)(2) of the Spill Act, N.J.S.A. 58:10-23.11(a)(2), or any other State law, for injury to, destruction of, or loss of any and all Natural Resources within the State or belonging to, managed by, controlled by, or held in trust by, or appertaining to, the State.

"SOW" shall mean the Statement of Work for implementation of the Remedial Design, Remedial Action, and Operation and Maintenance and Post Remedial Monitoring at the Site, as set forth in Appendix G to

this Consent Decree and any modifications made in accordance with this Consent Decree.

"Spill Act" shall mean the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq.

"State" shall mean the State of New Jersey, including its departments, agencies, and instrumentalities.

"Supervising Contractor" shall mean the principal contractor retained by the Settling Work Defendants to supervise and direct the implementation of the Work under this Consent Decree.

"SWMA" shall mean the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq.

"Tang" shall mean Tang Realty, Inc. a New Jersey corporation, owner of the Site and one of the Settling Defendants.

"United States" shall mean the United States of America, including all of its departments, agencies, and instrumentalities, which includes without limitation EPA, the Settling Federal Agencies and any federal natural resources trustee.

"Waste Material" shall mean (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27), and (4) any "hazardous substance" under Section 3(k) of the Spill Act, N.J.S.A. 58:10-23.11b(k).

"Work" shall mean all activities Settling Work Defendants are required to perform under this Consent Decree, except those required by Section XXIV (Retention of Records).

"WPCA" shall mean the New Jersey Water Pollution Control Act, N.J.S.A. 58:10A-1, et seq.

## V. GENERAL PROVISIONS

### 5. Objectives of the Parties

The objectives of the Parties in entering into this Consent Decree are (a) to protect public health or welfare or the environment at the Site by the design and implementation of response actions at the Site by the Settling Work Defendants, (b) to reimburse certain response costs of the Plaintiffs, and to resolve all claims against Settling Defendants for damages to State Natural Resources, including, but not limited to, injury to or loss of groundwater and wetland resources, and (c) to resolve the claims of the Plaintiffs against the Settling Defendants and the claims of the State and Settling Defendants which have been or could have been asserted against the United States with regard to the Site as

provided in this Consent Decree, (d) to reach a final settlement among the Plaintiffs and the De Minimis Settling Defendants with respect to the Site pursuant to Section 122(g) of CERCLA, 42 U.S.C. §9622(g), that recognizes that the De Minimis Settling Defendants have made or will make any required cash payments, including premiums, to the Settling Work Defendants, all of which payments are to be used by the Settling Work Defendants to finance and perform response actions at the Site, including the Work, and (e) to resolve the alleged civil liability of the De Minimis Settling Defendants to the State and the Settling Work Defendants under Sections 107 and 113 of CERCLA, 42 U.S.C. § 9607, 9613, the Spill Act, the SWMA, the Closure Act, the common law of nuisance, the common law of negligence and strict liability, for injunctive relief with regard to the Site and for response costs incurred and to be incurred at or in connection with the Site.

6. Commitments by Settling Defendants and Settling Federal Agencies.

a. As provided in this Consent Decree, Settling Work Defendants shall finance and perform the Work in accordance with this Consent Decree, the ROD, the SOW, and all work plans and other plans, standards, specifications, and schedules set forth herein or developed by Settling Work Defendants and approved by EPA pursuant to this Consent Decree. Settling Work Defendants shall also reimburse the United States and the State for Past Response Costs and Future Response Costs as provided in this Consent Decree and shall pay the State damages for State Natural Resources Damages. The De Minimis Settling Defendants shall make any required payments to the Settling Work Defendants in accordance with their respective settlements with each other. The Owner Settling Defendant shall provide the Deed Notice and the Access Easement and notice to successors-in-title required by Paragraphs 9 and 20 hereof, and cause the Access Easement and the notice to successors-in-title to be duly recorded in accordance with the requirements of this Consent Decree and shall comply with the access and easement requirements of Section VIII hereof. The Settling Federal Agencies shall reimburse the EPA Hazardous Substance Superfund for Past Response Costs and Future Response Costs, the State for its response costs and shall pay the State for State Natural Resource Damages, and the Settling Work Defendants for their response costs, by making payment to the EPA Hazardous Substance Superfund, as provided in this Consent Decree.

b. The obligations of Settling Work Defendants to finance and perform the Work and to pay amounts owed the United States and the State under this Consent Decree are joint and several. In the event of the insolvency or other failure of any one or more Settling Work Defendants to implement the requirements of this Consent Decree, the remaining Settling Work Defendants shall complete all such requirements.

c. Except as specifically otherwise provided herein, (i) the obligations of the De Minimis Settling Defendants under this Consent Decree shall be limited to any required payment of money to the Settling Work Defendants in the amounts and on the terms provided in their settlements with the Settling Work Defendants, and (ii) the obligations of the Owner Settling Defendant under this Consent Decree shall be limited to providing and recording the notice to successors-in-title required by Paragraph 9, providing the Deed Notice and providing and recording the Access Easement, and complying with the access and easement requirements of Section VIII hereof. Accordingly, the De Minimis Settling Defendants who have either already paid or who are already legally obligated to pay any required settlement amounts to the Settling Work Defendants, shall not be subject to joint and several liability to the Plaintiffs for the obligations of this Consent Decree, but shall only be severally liable to the Settling Work Defendants for the unpaid balance of any required settlement amounts. The Owner Settling Defendant shall not be subject to joint and several liability to the Plaintiffs, provided the Owner Settling Defendant complies with the requirements imposed upon it by this Consent Decree.

d. The Settling Work Defendants have established the ERT, to receive settlement payments from the Settling Work Defendants pursuant to this Consent Decree, and the QSF Trust, to receive settlement payments from the Settling Work Defendants and the De Minimis Settling Defendants. The Court approves the QSF Trust. The Settling Work Defendants may make payments required to be made to fulfill their obligations under this Consent Decree from both the ERT and the QSF Trust; provided, however, that payments from the ERT shall be used only for Operation and Maintenance and/or for Five Year Reviews.

e. If EPA determines that the respondents to the Order are in full compliance with its terms and conditions as of the date of entry of this Consent Decree, this Consent Decree shall supersede the Order upon entry of the Consent Decree with respect to all subsequent obligations. If EPA determines that the respondents to the Order are not in full compliance with its terms and conditions as of the date of the entry of this Consent Decree, then both the Order and the Consent Decree shall be in full force and effect until EPA subsequently determines that the respondents have achieved full current compliance with the terms and conditions of the Order. If this Consent Decree is not entered by the Court, the Order shall not be superseded and the respondents shall perform all work under the Order in accordance with its terms and conditions. Any documents that are required to be submitted under this Consent Decree that have been submitted pursuant to the Order need not be resubmitted after the date that this Consent Decree supersedes the Order, unless EPA determines that such submittal is inadequate. Nothing in this Consent Decree shall be deemed to bar EPA from enforcing the Order for respondents' failure to comply with the Order as of the date of entry of this Consent Decree. EPA may seek

penalties or punitive damages from the respondents to the Order pursuant to Sections 106(b) and 107(c)(3) of CERCLA, 42 U.S.C. §§ 9606(b) and 9607(c)(3), with respect to violations of the Order occurring prior to the date that the Order is superseded by this Consent Decree at any time permitted by law, including after the date that the Order has been superseded by this Consent Decree, notwithstanding any correction of such violations.

7. Compliance With Applicable Law

All activities undertaken by Settling Work Defendants pursuant to this Consent Decree shall be performed in accordance with the requirements of all applicable federal and state laws and regulations. Settling Work Defendants must also comply with all applicable or relevant and appropriate requirements of all Federal and State environmental laws as set forth in the ROD and the SOW. The activities conducted pursuant to this Consent Decree, if approved by EPA, shall be considered to be consistent with the NCP. The amounts paid by the Settling Defendants to the United States and the State under Section XV (Reimbursement of Response Costs) shall be considered to be costs of removal or remedial action incurred by the United States Government or the State within the meaning of Section 107(a)(4)(A) of CERCLA, 42 U.S.C. § 9607(a)(4)(A).

8. Permits

a. As provided in Section 121(e) of CERCLA and Section 300.400(e) of the NCP, no permit shall be required for any portion of the Work conducted entirely on-site (i.e., within the areal extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work). Where any portion of the Work that is not on-site requires a federal or state permit or approval, Settling Work Defendants shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals.

b. The Settling Work Defendants may seek relief under the provisions of Section XVII (Force Majeure) of this Consent Decree for any delay in the performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit required for the Work.

c. This Consent Decree is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

9. Notice to Successors-in-Title

a. With respect to any property owned or controlled by the Owner Settling Defendant that is located within the Site, within 15 days after the entry of this Consent Decree, the Owner Settling Defendant shall submit to EPA for review and approval a notice to

be filed with the Recorder's Office or Registry of Deeds or other appropriate office, Middlesex County, State of New Jersey, which shall provide notice to all successors-in-title (hereinafter, "Successors-in-Title") that the property is part of the Site, that EPA issued the ROD, selecting a remedy for the Site, on September 18, 1998 and that potentially responsible parties have entered into a Consent Decree requiring implementation of the remedy. Such notice shall identify the United States District Court in which the Consent Decree was filed, the name and civil action number(s) of this case, and the date the Consent Decree was entered by the Court. The Owner Settling Defendant shall record the notice within 10 days of EPA's approval of the notice. The Owner Settling Defendant shall provide EPA with a certified copy of the recorded notice within 10 days of recording such notice. Thereafter, each deed, title, or other instrument conveying an interest in the property included in the Site shall contain a notice stating that the property is subject to this Consent Decree and shall reference the recorded location of the Consent Decree and any restrictions applicable to the property under this Consent Decree.

b. The obligations of the Owner Settling Defendant with respect to the provision of access and the implementation of institutional controls under Section VIII (Access and Institutional Controls) shall be binding upon said Owner Settling Defendant and any and all persons who subsequently acquire any such interest or portion thereof (hereinafter, "Successors-in-Title"). Within 30 days of the entry of this Consent Decree, the Owner Settling Defendant shall execute a deed notice that grants the right to enforce the land/water use restrictions listed in Paragraph 20(b) of this Consent Decree on the property included within the Site. Owner Settling Defendant shall deliver the executed deed notice to the attorney for Settling Work Defendants, who shall hold the deed notice in escrow until such time that, after Remedial Work Element 1 is completed, NJDEP if it so desires and in its sole discretion, requests that the deed notice be recorded at the Recorder's Office or Registry of Deed or other appropriate office where land ownership and transfer records are maintained for the property. Pursuant to Paragraph 20, within 30 days after the entry of this Consent Decree, the Owner Settling Defendant shall record at the Recorder's Office or Registry of Deeds or other appropriate office where land ownership and transfer records are maintained for the property, the Access Easement. Each subsequent instrument conveying an interest in any such property included in the Site shall reference the recorded location of such Access Easement and, if necessary, Deed Notice applicable to the property.

c. At least 30 days prior to the conveyance of any interest in property located within the Site including, but not limited to, fee interests, leasehold interests, and mortgage interests, the Owner Settling Defendant and any Successors-in-Title conveying the interest shall give the grantee written notice of (i) this Consent Decree, (ii) the Access Easement, and (iii) the Deed Notice. At least 30 days prior to such conveyance, the Owner Settling

Defendant and any Successors-in-Title conveying the interest shall also give written notice to EPA and the State of the proposed conveyance, including the name and address of the grantee, and the date on which notice of the Consent Decree, Access Easement, and Deed Notice was given to the grantee.

d. In the event of any such conveyance, Owner Settling Defendant's obligations under this Consent Decree, including, but not limited to, its obligations under the Access Easement and the Deed Notice shall continue to be met by the Owner Settling Defendant. In no event shall the conveyance release or otherwise affect the liability of the Owner Settling Defendant to comply with all provisions of this Consent Decree, absent the prior written consent of EPA. If the United States approves, the grantee may perform some or all of the Work under this Consent Decree.

#### VI. PERFORMANCE OF THE WORK BY SETTLING WORK DEFENDANTS

##### 10. Selection of Supervising Contractor.

(a) All aspects of the Work to be performed by Settling Work Defendants pursuant to Sections VI (Performance of the Work by Settling Work Defendants), VII (Quality Assurance, Sampling and Data Analysis), and XIV (Emergency Response) of this Consent Decree shall be under the direction and supervision of the Supervising Contractor, the selection of which shall be subject to disapproval by EPA, after a reasonable opportunity for review and comment by the State. With the approval of EPA, the Supervising Contractor may be the same as the Project Coordinator designated by the Settling Work Defendants pursuant to Paragraph 37 of Section XI (Project Coordinators). Within 10 days after the lodging of this Consent Decree, Settling Work Defendants shall notify EPA in writing of the name, title, and qualifications of any contractor proposed to be the Supervising Contractor. Within 10 days after receipt of such notification, EPA will issue a notice of disapproval or an authorization to proceed. For the time period between EPA's issuance of notice to proceed and the Court's entry of the Consent Decree, the Settling Work Defendants' obligations to begin work under this Consent Decree may be limited to the following activities: (1) Pre-Remedial Design Activities Work Plan; (2) Remedial Design Work Plan; and (3) the Remedial Design Reports (See SOW, Appendix G). If at any time thereafter, Settling Work Defendants propose to change a Supervising Contractor, Settling Work Defendants shall give such notice to EPA and the State and must obtain an authorization to proceed from EPA, after a reasonable opportunity for review and comment by the State, before the new Supervising Contractor performs, directs, or supervises any Work under this Consent Decree.

(b) If EPA disapproves a proposed Supervising Contractor, EPA will notify Settling Work Defendants in writing. In such event, Settling Work Defendants shall submit to EPA and the State a list of contractors, including the qualifications of each contractor,

that would be acceptable to them within 30 days of receipt of EPA's disapproval of the contractor previously proposed. EPA will provide written notice of the names of any contractor(s) that it disapproves and an authorization to proceed with respect to any of the other contractors. Settling Work Defendants may select any contractor from that list that is not disapproved and shall notify EPA and the State of the name of the contractor selected within 21 days of EPA's authorization to proceed.

(c) If EPA fails to provide written notice of its authorization to proceed or disapproval as provided in this Paragraph and this failure prevents the Settling Work Defendants from meeting one or more deadlines in a plan approved by EPA pursuant to this Consent Decree, Settling Work Defendants may seek relief under the provisions of Section XVII (Force Majeure) hereof.

#### 11. Remedial Design

(a) Within 60 days after EPA's issuance of the authorization to proceed pursuant to Paragraph 10(a), Settling Work Defendants shall submit to EPA and the State the Remedial Design Work Plan. The Remedial Design Work Plan shall provide for design of the remedy set forth in the ROD, in accordance with the SOW and for achievement of the Performance Standards and other requirements set forth in the ROD, this Consent Decree and/or the SOW. Upon its approval by EPA, the Remedial Design Work Plan shall be incorporated into and become enforceable under this Consent Decree.

(b) The Remedial Design Work Plan shall include plans and schedules for implementation of all remedial design and pre-design tasks identified in the SOW, including, but not limited to, plans and schedules for the completion of: (1) a Remedial Design Sampling and Analysis Monitoring Plan (including, but not limited to, a Remedial Design Quality Assurance Project Plan ("RD QAPP") in accordance with Section VII (Quality Assurance, Sampling and Data Analysis); (2) a Pre-Design Activities Work Plan; (3) a separate Preliminary Design Report (50% completion) for Remedial Work Element I and Remedial Work Element II; (4) a separate Final Design Report (100% completion) for Remedial Work Element I and Remedial Work Element II; (5) a Health and Safety Contingency Plan for all field activities; (6) a description of any additional Remedial Design Tasks; and (7) a Plan for Obtaining Access and Other Approvals. In addition, the Remedial Design Work Plan shall include a schedule for completion of the Remedial Action Work Plan.

(c) Upon approval of the Remedial Design Work Plan by EPA, after a reasonable opportunity for review and comment by the State, Settling Work Defendants shall implement the Remedial Design Work Plan. The Settling Work Defendants shall submit to EPA and the State all plans, submittals and other deliverables required under the approved Remedial Design Work Plan in accordance with the approved schedule, for review and approval pursuant to Section X (EPA Approval of Plans and Other Submissions). Unless otherwise



directed by EPA, Settling Work Defendants shall not commence further Remedial Design activities at the Site prior to approval of the Remedial Design Work Plan.

(d) Unless any of the following items is determined by EPA to be duplicative, the Preliminary Design Reports for Remedial Work Element I and Remedial Work Element II shall include, at a minimum, the following: (1) design criteria for Remedial Work Elements I and II, as applicable; (2) the results of additional field sampling and pre-design work; (3) a project delivery strategy; (4) preliminary plans, drawings and sketches; (5) a summary of required specifications in outline form; and (6) a preliminary construction schedule.

(e) Unless any of the following items is determined by EPA to be duplicative, the Final Design Reports for Remedial Work Element I and Remedial Work Element II shall include, at a minimum, the following: (1) final plans and specifications; (2) a Construction Quality Assurance Project Plan ("CQAPP"); (3) a Field Sampling Plan (directed at measuring progress toward meeting Performance Standards); (4) a Health and Safety Contingency Plan and (5) a Wetland Mitigation Plan. The CQAPP, which shall detail the approach to quality assurance during construction activities at the Site, shall specify a quality assurance official ("QA Official"), independent of the Supervising Contractor, to conduct a quality assurance program during the construction phase of the project (See Section VII of the SOW).

## 12. Remedial Action

(a) Within 90 days after the approval by EPA of the Final Design Report for each Remedial Work Element, Settling Work Defendants shall award a contract for Remedial Action for that Remedial Work Element. Within 30 days of the award of a contract for each Remedial Work Element, Settling Work Defendants shall submit to EPA and the State a work plan for the performance of the Remedial Action for that Remedial Work Element ("Remedial Action Work Plan"). Each Remedial Action Work Plan shall provide for construction and implementation of the remedy set forth in the ROD and achievement of the Performance Standards, in accordance with this Consent Decree, the ROD, the SOW, and the design plans and specification developed in accordance with the Remedial Design Work Plan and approved by EPA. Upon its approval by EPA, the Remedial Action Work Plan shall be incorporated into and become enforceable under this Consent Decree. At the same time as they submit the Remedial Action Work Plan for each Remedial Work Element, Settling Work Defendants shall submit to EPA and the State an updated remedial construction Health and Safety Contingency Plan for field activities required by the Remedial Action Work Plan which conforms to the applicable Occupational Safety and Health Administration and EPA requirements including, but not limited to, 29 C.F.R. §1910.120.

(b) Unless the following items are determined by EPA to be duplicative, the Remedial Action Work Plan for each Remedial Work Element shall include the contents required by the SOW. These requirements include, but are not limited to, the following: (1) the schedule for completion of the Remedial Action; (2) a schedule for developing and submitting other required Remedial Action plans; (3) a methodology for implementation of the CQAPP, (4) a groundwater monitoring plan, (5) methods for satisfying permitting requirements, (6) methodology for implementation of Operation and Maintenance; (7) methodology for implementation of the Health and Safety Contingency Plan; and (8) procedures and plans for the decontamination of equipment and the disposal of contaminated materials. The Remedial Action Work Plan for each Remedial Work Element shall also include a schedule for implementation of all Remedial Action tasks identified in the Final Design Report for that Remedial Work Element and shall identify the initial formulation of the Settling Work Defendants Remedial Action Project Team (including, but not limited to, the Supervising Contractor) (See Section IX of the SOW).

(c) Upon approval of the Remedial Action Work Plan by EPA, after a reasonable opportunity for review and comment by the State, Settling Work Defendants shall implement the activities required under the Remedial Action Work Plan. The Settling Work Defendants shall submit to EPA and the State all plans, submittals, or other deliverables required under the approved Remedial Action Work Plan in accordance with the approved schedule for review and approval pursuant to Section X (EPA Approval of Plans and Other Submissions). Unless otherwise directed by EPA, Settling Work Defendants shall not commence physical Remedial Action activities at the Site prior to approval of the Remedial Action Work Plan.

(d) The Settling Work Defendants shall continue implementation and operation of the Remedial Action until all of the Performance Standards are achieved, unless EPA determines that compliance with any of the Performance Standards shall be waived based upon a determination of technical impracticability, and for so long thereafter as is otherwise required under this Consent Decree. If EPA waives compliance with any Performance Standard, based upon a determination of technical impracticability, the Settling Work Defendants shall be responsible for the attainment of any modified Performance Standards established by EPA. The Settling Work Defendants shall perform post-remedial monitoring in accordance with the SOW.

### 13. Modification of the SOW or Related Work Plans and Oversight.

a. If EPA determines that modification to the work specified in the SOW and/or in work plans developed pursuant to the SOW is necessary to achieve and maintain the Performance Standards or to carry out and maintain the effectiveness of the remedy set forth in the ROD, EPA may require that such modification be

incorporated in the SOW and/or such work plans. Provided, however, that a modification may only be required pursuant to this Paragraph to the extent that it is consistent with the scope of the remedy selected in the ROD.

b. For the purposes of this Paragraph 13 and Paragraph 44 only, the "scope of the remedy selected in the ROD" encompasses the following:

For soil: The excavation and off-site disposal of approximately 18,500 cubic yards of soil contaminated with polychlorinated biphenyls (PCBs) above 1 part per million (ppm) and lead above 400 ppm, followed by backfilling with clean fill and topsoil and seeding. In addition, sediment and surface water monitoring will be conducted to determine whether remediation of Lot 1B results in a lowering of PCB levels in the streams in Lot 1A (see SOW, Appendix G).

For groundwater: The installation and pumping of additional extraction wells to contain and remediate the contaminated groundwater on the Site. The extracted water will be treated in the existing treatment facility and the discharge from the treatment plant would continue to be sent to the Middlesex County Utilities Authority ("MCUA") Publicly Owned Treatment Works. However, if discharging to the MCUA becomes infeasible, treated groundwater will undergo additional treatment as necessary, prior to being discharged on-site, to Stream 1A, in compliance with the State of New Jersey requirements. Additional treatment may include biological treatment in the on-site biological treatment unit. An additional groundwater investigation will be performed to determine if contaminated groundwater is leaving the property boundaries.

c. If Settling Work Defendants object to any modification determined by EPA to be necessary pursuant to this Paragraph, they may seek dispute resolution pursuant to Section XVIII (Dispute Resolution), Paragraph 60 (record review). The SOW and/or related work plans shall be modified in accordance with final resolution of the dispute.

d. Settling Work Defendants shall implement any work required by any modifications incorporated in the SOW and/or in work plans developed pursuant to the SOW in accordance with this Paragraph.

e. EPA, the State and the Settling Work Defendants' Project Coordinator may meet, at EPA and the State's discretion, to discuss the oversight activities that the EPA and the State intend to perform during the next year.

f. Nothing in this Paragraph shall be construed to limit EPA's authority to require performance of further response actions as otherwise provided in this Consent Decree.

14. Settling Work Defendants acknowledge and agree that nothing in this Consent Decree, the SOW, or the Remedial Design or Remedial Action Work Plans constitutes a warranty or representation of any kind by Plaintiffs that compliance with the work requirements set forth in the SOW and the Work Plans will achieve the Performance Standards.

15. Settling Work Defendants shall, prior to any off-Site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification to the appropriate state environmental official in the receiving facility's state and to the EPA Project Coordinator of such shipment of Waste Material. However, this notification requirement shall not apply to any off-Site shipments when the total volume of all such shipments will not exceed 10 cubic yards.

a. The Settling Work Defendants shall include in the written notification the following information, where available: (1) the name and location of the facility to which the Waste Material is to be shipped; (2) the type and quantity of the Waste Material to be shipped; (3) the expected schedule for the shipment of the Waste Material; and (4) the method of transportation. The Settling Work Defendants shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

b. The identity of the receiving facility and state will be determined by the Settling Work Defendants following the award of the contract for Remedial Action construction. The Settling Work Defendants shall provide the information required by Paragraph 15(a) as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

#### VII. QUALITY ASSURANCE, SAMPLING, and DATA ANALYSIS

16. Settling Work Defendants shall use quality assurance, quality control, and chain of custody procedures for all samples in accordance with the Region II CERCLA Quality Assurance Manual, Revision 1, EPA-Region II, dated October, 1989, and "EPA Requirements for Quality Assurance Project Plans for Environmental Data Operation," (EPA QA/R5; "Preparing Perfect Project Plans," (EPA/600/9-88/087), and subsequent amendments to such guidelines upon notification by EPA to Settling Work Defendants of such amendment. Amended guidelines shall apply only to procedures conducted after such notification. Prior to the commencement of any monitoring project under this Consent Decree, Settling Work Defendants shall submit to EPA for approval, after a reasonable opportunity for review and comment by the State, a Quality Assurance Project Plan ("QAPP") that is consistent with the SOW, the NCP and any applicable guidance documents. If relevant to the proceeding, the Parties agree that validated sampling data

generated in accordance with the QAPP(s) and reviewed and approved by EPA shall be admissible as evidence, without objection, in any proceeding under this Decree. Settling Work Defendants shall ensure that EPA and State personnel and their authorized representatives are allowed access at reasonable times to all laboratories utilized by Settling Work Defendants in implementing this Consent Decree. In addition, Settling Work Defendants shall ensure that such laboratories shall analyze all samples submitted by EPA pursuant to the QAPP for quality assurance monitoring. Settling Work Defendants shall ensure that the laboratories they utilize for the analysis of samples taken pursuant to this Decree perform all analyses according to accepted EPA methods. Accepted EPA methods consist of those methods which are documented in the "Contract Lab Program Statement of Work for Inorganic Analysis," dated September 1991, and the "Contract Lab Program Statement of Work for Organic Analysis," dated March 1990, and any amendments made thereto during the course of the implementation of this Decree. Settling Work Defendants shall ensure that all laboratories they use for analysis of samples taken pursuant to this Consent Decree participate in an EPA or EPA-equivalent QA/QC program. Settling Work Defendants shall ensure that all field methodologies utilized in collecting samples for subsequent analysis pursuant to this Decree will be conducted in accordance with the procedures set forth in the QAPP approved by EPA.

17. Upon request, the Settling Work Defendants shall allow split or duplicate samples to be taken by EPA and the State or their authorized representatives. Settling Work Defendants shall notify EPA and the State not less than 28 days in advance of any sample collection activity unless shorter notice is agreed to by EPA. In addition, EPA and the State shall have the right to take any additional samples that EPA or the State deem necessary. Upon request, EPA and the State shall allow the Settling Work Defendants to take split or duplicate samples of any samples they take as part of the Plaintiffs' oversight of the Settling Work Defendants' implementation of the Work.

18. Settling Work Defendants shall submit to EPA and the State 4 copies each of the results of all sampling and/or tests or other data obtained or generated by or on behalf of Settling Work Defendants with respect to the Site and/or the implementation of this Consent Decree unless EPA agrees otherwise.

19. Notwithstanding any provision of this Consent Decree, the United States and the State hereby retain all of their information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA and any other applicable statutes or regulations.

#### VIII. ACCESS AND INSTITUTIONAL CONTROLS

20. If the Site, or any other property where access and/or land/water use restrictions are needed to implement this Consent

Decree, is owned or controlled by any of the Settling Defendants, such Settling Defendants shall:

a. commencing on the date of lodging of this Consent Decree, provide the United States, the State and their representatives, including EPA, NJDEP and their contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Consent Decree including, but not limited to, the following activities:

- i. Monitoring the Work;
- ii. Verifying any data or information submitted to the United States;
- iii. Conducting investigations relating to contamination at or near the Site;
- iv. Obtaining samples;
- v. Assessing the need for, planning, or implementing additional response actions at or near the Site;
- vi. Implementing the Work pursuant to the conditions set forth in Paragraph 79 of this Consent Decree;
- vii. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Work Defendants or their agents, consistent with Section XXIII (Access to Information);
- viii. Assessing Settling Work Defendants' compliance with this Consent Decree; and
- ix. Determining whether the Site or other property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, by or pursuant to this Consent Decree.

b. commencing on the date of lodging of this Consent Decree, refrain from using the Site, or such other property, in any manner that would interfere with or adversely affect the integrity or protectiveness of the remedial measures to be implemented pursuant to this Consent Decree. Such restrictions include, but are not limited to, the Deed Notice and the CEA.

c. if EPA so requests, execute and record in the Recorder's Office or Registry of Deeds or other appropriate land records office of Middlesex County, State of New Jersey, an easement, running with the land, that (i) grants a right of access for the purpose of conducting any activity related to this Consent Decree including, but not limited to, those activities listed in Paragraph 20(a) of this Consent Decree, and (ii) grants the right to enforce

the land/water use restrictions listed in Paragraph 20(b) of this Consent Decree, or other restrictions that EPA determines are necessary to implement, ensure non-interference with, or ensure the protectiveness of the remedial measures to be performed pursuant to this Consent Decree. Such Settling Defendants shall grant the access rights and the rights to enforce the land/water use restrictions to one or more of the following persons, as determined by EPA, (i) the United States, on behalf of EPA, and its representatives, (ii) the State of New Jersey and its representatives, (iii) the other Settling Defendants and their representatives, and/or (iv) other appropriate grantees. Such Settling Defendants shall within 45 days of EPA's request, submit to EPA for review and approval with respect to such property:

i. a draft easement that is enforceable under the laws of the State of New Jersey, free and clear of all prior liens and encumbrances (except as approved by EPA), and acceptable under the Attorney General's Title Regulations promulgated pursuant to 40 U.S.C. § 255; and

ii. a current title commitment or report prepared in accordance with the U.S. Department of Justice Standards for the Preparation of Title Evidence in Land Acquisitions by the United States (1970) (the "Standards").

d. For purposes of this paragraph only, the Settling Work Defendants shall not be deemed to "control" the property by virtue of their presence on the property to implement the Interim Remedy or to conduct the work required under this Consent Decree.

21. Within 15 days of EPA's approval and acceptance of the easement, such Settling Defendants shall update the title search and, if it is determined that nothing has occurred since the effective date of the commitment or report to affect the title adversely, record the easement with the Recorder's Office or Registry of Deeds or other appropriate office of Middlesex County. Within 30 days of recording the easement, such Settling Defendants shall provide EPA with final title evidence acceptable under the Standards, and a certified copy of the original recorded easement showing the clerk's recording stamps.

22. If the Site, or any other property where access and/or land/water use restrictions are needed to implement this Consent Decree, is owned or controlled by persons other than any of the Settling Defendants, Settling Work Defendants shall use best efforts to secure from such persons:

a. an agreement to provide access thereto for Settling Work Defendants, as well as for the United States on behalf of EPA, and the State of New Jersey, as well as their representatives (including contractors), for the purpose of conducting any activity related to this Consent Decree including, but not limited to, those activities listed in Paragraph 20(a) of this Consent Decree;

b. an agreement, enforceable by the Settling Work Defendants and the United States, to abide by the obligations and restrictions established by Paragraph 20(b) of this Consent Decree, or that are otherwise necessary to implement, ensure non-interference with, or ensure the protectiveness of the remedial measures to be performed pursuant to this Consent Decree; and

c. if EPA so requests, the execution and recordation in the Recorder's Office or Registry of Deeds or other appropriate land records office of Middlesex County, State of New Jersey, of an easement, running with the land, that (i) grants a right of access for the purpose of conducting any activity related to this Consent Decree including, but not limited to, those activities listed in Paragraph 20(a) of this Consent Decree, and (ii) grants the right to enforce the land/water use restrictions listed in Paragraph 20(b) of this Consent Decree, or other restrictions that EPA determines are necessary to implement, ensure non-interference with, or ensure the protectiveness of the remedial measures to be performed pursuant to this Consent Decree. The access rights and/or rights to enforce land/water use restrictions shall be granted to one or more of the following persons, as determined by EPA (i) the United States, on behalf of EPA, and its representatives, (ii) the State and its representatives, (iii) the other Settling Work Defendants and their representatives, and/or (iv) other appropriate grantees. Within 45 days of EPA's request, Settling Work Defendants shall submit to EPA for review and approval with respect to such property:

i. a draft easement that is enforceable under the laws of the State of New Jersey, free and clear of all prior liens and encumbrances (except as approved by EPA), and acceptable under the Attorney General's Title Regulations promulgated pursuant to 40 U.S.C. § 255; and

ii. a current title commitment or report prepared in accordance with the Standards.

Within 15 days of EPA's approval and acceptance of the easement, such Settling Work Defendants shall update the title search and, if it is determined that nothing has occurred since the effective date of the commitment or report to affect the title adversely, record the easement with the Recorder's Office or Registry of Deeds or other appropriate office of Middlesex County. Within 30 days of recording the easement, such Settling Work Defendants shall provide EPA with final title evidence acceptable under the Standards, and a certified copy of the original recorded easement showing the clerk's recording stamps.

23. If any access or land/water use restriction agreements required by Paragraphs 22(a) or (b) of this Consent are not obtained within 45 days of the date of entry of this Consent Decree, or any access easements or restrictive easements if requested by EPA pursuant to Paragraph 22(c) of this Consent Decree



are not submitted to EPA in draft form within 45 days of the date of entry of this Consent Decree, Settling Work Defendants shall promptly notify the United States in writing, and shall include in that notification a summary of the steps that Settling Work Defendants have taken to attempt to comply with Paragraph 22 of this Consent Decree. The United States may, as it deems appropriate assist Settling Work Defendants in obtaining access or land/water use restrictions, either in the form of contractual agreements or in the form of easements running with the land. Settling Work Defendants shall reimburse the United States in accordance with the procedures in Section XV (Reimbursement of Response Costs), for all costs incurred, direct or indirect, by the United States in obtaining such access and/or land/water use restrictions including, but not limited to, the cost of attorney time and the amount of monetary consideration paid or just compensation.

24. If EPA determines that land/water use restrictions in the form of state or local laws, regulations, ordinances or other governmental controls are needed to implement the remedy selected in the ROD, ensure the integrity and protectiveness thereof, or ensure non-interference therewith, Settling Work Defendants shall cooperate with EPA's and the State's efforts to secure such governmental controls.

25. Notwithstanding any provision of this Consent Decree, the United States and the State retain all of their access authorities and rights, as well as all of their rights to require land/water use restrictions, including enforcement authorities related thereto, under CERCLA, RCRA and any other applicable statutes or regulations.

#### IX. REPORTING REQUIREMENTS

26. In addition to any other requirement of this Consent Decree, Settling Work Defendants, through their Project Coordinator, shall submit to the EPA and State Project Coordinators 3 copies each of written progress reports that: (a) describe the actions which have been taken toward achieving compliance with this Consent Decree since the previous report; (b) include a summary of all results of sampling and tests and all other data received or generated by Settling Work Defendants or their contractors or agents since the previous report; (c) identify all work plans, plans and other deliverables required by this Consent Decree completed and submitted since the previous report; (d) describe all actions, including, but not limited to, data collection and implementation of work plans, which are scheduled for the next six weeks and provide other information relating to the progress of construction, including, but not limited to, critical path diagrams, Gantt charts and Pert charts; (e) include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of the Work, and a description of efforts made to

mitigate those delays or anticipated delays; (f) include any modifications to the work plans or other schedules that Settling Work Defendants have proposed to EPA or that have been approved by EPA; and (g) describe all activities undertaken in support of the Community Relations Plan since the previous report and those to be undertaken in the next six weeks. Settling Work Defendants shall submit these progress reports to EPA and the State monthly, or at such less frequent intervals as may be approved by EPA, by the tenth day of every month following the lodging of this Consent Decree. If requested by EPA or the State, upon reasonable notice and at reasonable times and places, Settling Work Defendants shall also provide briefings for EPA and the State to discuss the progress of the Work.

27. The Settling Work Defendants shall notify EPA of any change in the schedule described in the progress reports for the performance of any activity, including, but not limited to, data collection and implementation of work plans, no later than 7 days prior to the performance of the activity.

28. Upon the occurrence of any event during performance of the Work that Settling Work Defendants are required to report pursuant to Section 103 of CERCLA or Section 304 of the Emergency Planning and Community Right-to-know Act ("EPCRA"), Settling Work Defendants shall within 24 hours of the onset of such event orally notify the EPA Project Coordinator or the Alternate EPA Project Coordinator (in the event of the unavailability of the EPA Project Coordinator), or, in the event that neither the EPA Project Coordinator or Alternate EPA Project Coordinator is available, the Central New Jersey Remediation Section of the New Jersey Remediation Branch in the Emergency and Remedial Response Division, EPA Region II. These reporting requirements are in addition to the reporting required by CERCLA Section 103 or EPCRA Section 304.

29. Within 20 days of the onset of such an event, Settling Work Defendants shall furnish to the EPA and NJDEP Project Coordinators a written report, signed by the Settling Work Defendants' Project Coordinator, setting forth the events which occurred and the measures taken, and to be taken, in response thereto. Within 30 days of the conclusion of such an event, Settling Work Defendants shall submit a report setting forth all actions taken in response thereto.

30. Settling Work Defendants shall submit 8 copies of all plans, reports, and data (other than the monthly reports) required by the SOW, the Remedial Design Work Plan, the Remedial Action Work Plan, or any other approved plans to EPA in accordance with the schedules set forth in such plans. Settling Work Defendants shall simultaneously submit 4 copies of all such plans, reports and data to the State.

31. All reports and other documents submitted by Settling Work Defendants to EPA and the State (other than the progress

reports referred to above) which purport to document Settling Work Defendants' compliance with the terms of this Consent Decree shall be signed by an authorized representative of the Settling Work Defendants, who may be the Settling Work Defendants' Project Coordinator.

X. EPA APPROVAL OF PLANS AND OTHER SUBMISSIONS

32. After review of any plan, report or other item which is required to be submitted for approval pursuant to this Consent Decree, EPA, after reasonable opportunity for review and comment by the State, shall: (a) approve, in whole or in part, the submission; (b) approve the submission upon specified conditions; (c) modify the submission to cure the deficiencies; (d) disapprove, in whole or in part, the submission, directing that the Settling Work Defendants modify the submission; or (e) any combination of the above. However, EPA shall not modify a submission without first providing Settling Work Defendants at least one notice of deficiency and an opportunity to cure within 14 days, except where to do so would cause serious disruption to the Work or where previous submission(s) have been disapproved due to material defects and the deficiencies in the submission under consideration indicate a bad faith lack of effort to submit an acceptable deliverable. EPA will provide a written explanation to the Settling Work Defendants whenever EPA disapproves any submission, in whole or in part, and directs the Settling Work Defendants to modify that submission pursuant to this Paragraph.

33. In the event of approval, approval upon conditions, or modification by EPA, pursuant to Paragraph 32(a), (b), or (c), Settling Work Defendants shall proceed to take any action required by the plan, report, or other item, as approved or modified by EPA subject only to their right to invoke the Dispute Resolution procedures set forth in Section XVIII (Dispute Resolution) with respect to the modifications or conditions made by EPA. In the event that EPA modifies the submission to cure the deficiencies pursuant to Paragraph 32(c) and the submission has a material defect, EPA retains its right to seek stipulated penalties from the Settling Work Defendants, as provided in Section XIX (Stipulated Penalties).

a. Upon receipt of a notice of disapproval pursuant to Paragraph 32(d), Settling Work Defendants shall, within 14 days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the plan, report, or other item for approval. Any stipulated penalties applicable to the submission, as provided in Section XIX (Stipulated Penalties), shall accrue during the 14 day period or otherwise specified period but shall not be payable unless the resubmission is disapproved or modified due to a material defect as provided in Paragraphs 34 and 35.

b. Notwithstanding the receipt of a notice of disapproval pursuant to Paragraph 32(d), Settling Work Defendants shall

proceed, at the direction of EPA, to take any action required by any non-deficient portion of the submission. Implementation of any non-deficient portion of a submission shall not relieve Settling Work Defendants of any liability for stipulated penalties under Section XIX (Stipulated Penalties).

34. In the event that a resubmitted plan, report or other item, or portion thereof, is disapproved by EPA, EPA may again require the Settling Work Defendants to correct the deficiencies, in accordance with the preceding Paragraphs. EPA also retains the right to modify or develop the plan, report or other item. Settling Work Defendants shall implement any such plan, report, or item as modified or developed by EPA, subject only to their right to invoke the procedures set forth in Section XVIII (Dispute Resolution).

35. If upon resubmission, a plan, report, or item is disapproved or modified by EPA due to a material defect, Settling Work Defendants shall be deemed to have failed to submit such plan, report, or item timely and adequately unless the Settling Work Defendants invoke the dispute resolution procedures set forth in Section XVIII (Dispute Resolution) and EPA's action is overturned pursuant to that Section. The provisions of Section XVIII (Dispute Resolution) and Section XIX (Stipulated Penalties) shall govern the implementation of the Work and accrual and payment of any stipulated penalties during Dispute Resolution. If EPA's disapproval or modification under this paragraph is upheld, stipulated penalties shall accrue for such violation from the date on which the initial submission was originally required, as provided in Section XIX.

36. All plans, reports, and other items required to be submitted to EPA under this Consent Decree shall, upon approval or modification by EPA, be enforceable under this Consent Decree, subject to the Settling Work Defendants' right to invoke the procedures set forth in Section XVIII (Dispute Resolution). In the event EPA approves or modifies a portion of a plan, report, or other item required to be submitted to EPA under this Consent Decree, the approved or modified portion shall be enforceable under this Consent Decree.

#### XI. PROJECT COORDINATORS

37. Within 20 days of lodging this Consent Decree, Settling Work Defendants, the State and EPA will notify each other, in writing, of the name, address and telephone and facsimile numbers of their respective designated Project Coordinators and Alternate Project Coordinators. If a Project Coordinator or Alternate Project Coordinator initially designated is changed, the identity of the successor will be given to the other Parties at least 5 days before the changes occur, unless impracticable, but in no event later than the actual day the change is made. The Settling Work Defendants' Project Coordinator shall be subject to

disapproval by EPA and shall have the technical expertise sufficient to adequately oversee all aspects of the Work. The Settling Work Defendants' Project Coordinator shall not be an attorney for any of the Settling Defendants in this matter, but may be a representative or employee of the Supervising Contractor. He or she may assign other representatives, including other contractors, to serve as a Site representative for oversight of performance of daily operations during remedial activities.

38. Plaintiffs may designate other representatives, including, but not limited to, EPA or NJDEP employees, and federal or State contractors and consultants, to observe and monitor the progress of any activity undertaken pursuant to this Consent Decree. EPA's Project Coordinator and Alternate Project Coordinator shall have the authority lawfully vested in a Remedial Project Manager (RPM) and an On-Scene Coordinator (OSC) by the National Contingency Plan, 40 C.F.R. Part 300. In addition, EPA's Project Coordinator or Alternate Project Coordinator shall have authority, consistent with the National Contingency Plan, to halt any Work required by this Consent Decree and to take any necessary response action when he or she determines that conditions at the Site constitute an emergency situation or may present an immediate threat to public health or welfare or the environment due to release or threatened release of Waste Material.

39. The Project Coordinators designated by EPA and NJDEP and the Settling Work Defendants' Project Coordinator will meet periodically, at such frequency and times as they shall agree upon, but in no event less frequently than once each 6 months, to discuss the progress of the project. The Settling Work Defendants' Project Coordinator shall be available to meet with the EPA and NJDEP Project Coordinators within 5 days after receiving their request to do so.

## XII. ASSURANCE OF ABILITY TO COMPLETE WORK

40. Within 30 days of entry of this Consent Decree, Settling Work Defendants shall establish and maintain financial security in the initial amount of \$16,272,000, to be adjusted from time to time, if approved by EPA, in accordance with Paragraph 42 of this Section XII (the "Financial Security Amount") in one or more of the following forms:

- a. A surety bond guaranteeing performance of the Work;
- b. One or more irrevocable letters of credit equaling the Financial Security Amount;
- c. A trust fund;
- d. A guarantee to perform the Work by one or more parent corporations or subsidiaries, or by one or more unrelated corporations that have a substantial business relationship with at

least one of the Settling Work Defendants;

e. A demonstration that one or more of the Settling Work Defendants satisfies the requirements of 40 C.F.R. § 264.143(f). For these purposes, (i) references in 40 C.F.R. § 264.143(f) to "the sum of the current closure and post closure cost estimates and the current plugging and abandonment cost estimates" shall mean the amount of Financial Security Amount required to be established and maintained pursuant to this Section, and (ii) the demonstration by one or more of the Settling Work Defendants, individually or collectively, that they meet this test, may be made by submission to EPA of one or more certified financial statements of one or more of the Settling Work Defendants; or

f. Through the use of any other means acceptable to EPA.

41. If the Settling Work Defendants seek to demonstrate the ability to complete the Work through a guarantee by a third party pursuant to Paragraph 40(d) of this Consent Decree, Settling Work Defendants shall demonstrate that the guarantor satisfies the requirements of 40 C.F.R. Part 264.143(f), applied in accordance with Paragraph 40(e). If Settling Work Defendants seek to demonstrate their ability to complete the Work by means of the financial test or the corporate guarantee pursuant to Paragraph 40(d) or (e), they shall resubmit sworn statements conveying the information required by 40 C.F.R. Part 264.143(f) annually, applied in accordance with Paragraph 40(e) on the anniversary of the effective date of this Consent Decree. In the event that EPA determines at any time that the financial assurances provided pursuant to this Section are inadequate, Settling Work Defendants shall, within 30 days of receipt of notice of EPA's determination, obtain and present to EPA for approval one of the other forms of financial assurance listed in Paragraph 40 of this Consent Decree. Settling Work Defendants' inability to demonstrate financial ability to complete the Work shall not excuse performance of any activities required under this Consent Decree.

42. If Settling Work Defendants can show that the estimated cost to complete the remaining Work has diminished below the amount set forth in Paragraph 40 above after entry of this Consent Decree, Settling Work Defendants may, on any anniversary date of entry of this Consent Decree, or at any other time agreed to by the Parties, reduce the amount of the financial security provided under this Section to the estimated cost of the remaining work to be performed. Settling Work Defendants shall submit a proposal for such reduction to EPA, in accordance with the requirements of this Section, and may reduce the amount of the security upon approval by EPA. In the event of a dispute, Settling Work Defendants may reduce the amount of the security in accordance with the final administrative or judicial decision resolving the dispute.

43. Settling Work Defendants may change the form of financial assurance provided under this Section at any time, upon notice to

and approval by EPA, provided that the new form of assurance meets the requirements of this Section. In the event of a dispute, Settling Work Defendants may change the form of the financial assurance only in accordance with the final administrative or judicial decision resolving the dispute.

### XIII. CERTIFICATION OF COMPLETION

#### 44. Completion of the Work.

a. Within 90 days after Settling Work Defendants conclude that all phases of the Work (including Operation and Maintenance plus Post-Remedial Monitoring) have been fully performed, Settling Work Defendants shall schedule and conduct a pre-certification inspection to be attended by Settling Work Defendants, EPA and the State. If, after the pre-certification inspection, the Settling Work Defendants still believe that the Work has been fully performed, Settling Work Defendants shall submit a written report by a registered professional engineer, who may be the same person as the Settling Work Defendants' Project Coordinator, stating that the Work has been completed in full satisfaction of the requirements of this Consent Decree. The report shall contain the following statement, signed by a responsible corporate official of a Settling Work Defendant or the Settling Work Defendants' Project Coordinator:

"To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

If, after review of the written report, EPA, after reasonable opportunity to review and comment by the State, determines that any portion of the Work has not been completed in accordance with this Consent Decree, EPA will notify Settling Work Defendants in writing of the activities that must be undertaken by Settling Work Defendants pursuant to this Consent Decree to complete the Work. Provided, however, that EPA may only require Settling Work Defendants to perform such activities pursuant to this Paragraph to the extent that such activities are consistent with the "scope of the remedy selected in the ROD," as that term is defined in Paragraph 13(b). EPA will set forth in the notice a schedule for performance of such activities consistent with the Consent Decree and the SOW or require the Settling Work Defendants to submit a schedule to EPA for approval pursuant to Section X (EPA Approval of Plans and Other Submissions). Settling Work Defendants shall perform all activities described in the notice in accordance with the specifications and schedules established therein, subject to their right to invoke the dispute resolution procedures set forth

in Section XVIII (Dispute Resolution).

b. If EPA concludes, based on the initial or any subsequent request for Certification of Completion of the Work by Settling Work Defendants and after a reasonable opportunity for review and comment by the State, that the Work has been performed in accordance with this Consent Decree, EPA will so notify the Settling Work Defendants in writing.

#### XIV. EMERGENCY RESPONSE

45. In the event of any action or occurrence during the performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Settling Work Defendants shall, subject to Paragraph 46, immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall immediately notify the EPA's Project Coordinator, or, if the Project Coordinator is unavailable, EPA's Alternate Project Coordinator. If neither of these persons is available, the Settling Work Defendants shall notify the EPA, Region II, Emergency Spill Number at (732) 548-8730. Settling Work Defendants shall take such actions in consultation with EPA's Project Coordinator or other available authorized EPA officer and in accordance with all applicable provisions of the Health and Safety Plans, the Contingency Plans, and any other applicable plans or documents developed pursuant to the SOW. In the event that Settling Work Defendants fail to take appropriate response action as required by this Section, and EPA or the State takes such action instead, Settling Work Defendants shall reimburse EPA or the State all costs of the response action not inconsistent with the NCP pursuant to Section XV (Reimbursement of Response Costs).

46. Nothing in the preceding Paragraph or in this Consent Decree shall be deemed to limit any authority of the United States or the State, (a) to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, or (b) to direct or order such action, or seek an order from the Court, to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, subject to Section XX (Covenants by Plaintiffs).

#### XV. REIMBURSEMENT OF RESPONSE COSTS

47. Within 30 days of the effective date of this Consent Decree, Settling Work Defendants shall:

a. Pay to the EPA Hazardous Substance Superfund \$1,544,664.55 in reimbursement of Past Response Costs of the United States, by FedWire Electronic Funds Transfer ("EFT") to the U.S.



Department of Justice account in accordance with current electronic funds transfer procedures, referencing U.S.A.O. file number , the EPA Region and Site/Spill ID #02C3, and DOJ case number 90-11-3-06104. Payment shall be made in accordance with instructions provided to the Settling Work Defendants by the Financial Litigation Unit of the United States Attorney's Office for the District of New Jersey following lodging of the Consent Decree. Any payments received by the Department of Justice after 4:00 P.M. (Eastern Time) will be credited on the next business day. Settling Work Defendants shall send notice that such payment has been made to the United States as specified in Section XXV (Notices and Submissions) and to:

Ronald Gherardi, Chief  
Financial Management Branch  
U.S. EPA, Region II  
290 Broadway, 29th Floor  
New York, New York 10007-1866

b. Pay to the State in accordance with directions received from the State the sum of \$752,580 in reimbursement of Past Response Costs of the State and in payment of State Natural Resource Damages. Notice of the payment shall be sent by the Settling Work Defendants to the State in accordance with Section XXV (Notices and Submissions).

47.1. As soon as reasonably practicable after the effective date of this Consent Decree, and consistent with Subparagraph 47.1(a)(ii), the United States, on behalf of the Settling Federal Agencies, shall:

a. (i) Pay to the EPA Hazardous Substance Superfund \$1,497,541, in reimbursement of Past Response Costs and in reimbursement of Future Response Costs of the United States.

(ii) If the payment to the EPA Hazardous Substances Superfund required by this subparagraph is not made as soon as reasonably practicable, the appropriate EPA Regional Branch Chief may raise any issues relating to payment to the appropriate DOJ Assistant Section Chief for the Environmental Defense Section. In any event, if this payment is not made within 120 days after the effective date of this Consent Decree, EPA and DOJ have agreed to resolve the issue within 30 days in accordance with a letter agreement dated December 28, 1998.

b. Pay to the State \$32,339 in reimbursement of Past Response Costs and Future Response Costs of the State and of State Natural Resource Damages, in the form of a check or checks made payable to "Treasurer, State of New Jersey," or by Electronic Funds Transfer in accordance with instructions provided by the State. Settling Federal Agencies shall send the certified check or checks with a completed NJDEP Form 062A to the Department of Environmental Protection, Bureau of Revenue, P.O. Box 417, Trenton, New Jersey

08625. Notice of the payment shall be sent by the Settling Federal Agencies to the State in accordance with Section XXV (Notices and Submissions).

47.2. In the event that payments required by Paragraph 47 are not made within 30 days of the effective date of this Consent Decree, Interest on the unpaid balance shall be paid at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), commencing on the effective date of this Consent Decree and accruing through the date of the payment.

47.3. The Parties to this Consent Decree recognize and acknowledge that the payment obligations of the Settling Federal Agencies under this Consent Decree can only be paid from appropriated funds legally available for such purpose. Nothing in this Consent Decree shall be interpreted or construed as a commitment or requirement that any Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

47.4. The De Minimis Settling Defendants shall pay to the Settling Work Defendants or shall make payments to the QSF Trust to fund response actions in accordance with the agreements entered into between the Settling Work Defendants and the De Minimis Settling Defendants. Each De Minimis Settling Defendant has paid or will pay at least a nominal amount toward response actions in an amount no greater than the amount set forth on each De Minimis Settling Defendant's certification provided to EPA.

48. a. Settling Work Defendants shall reimburse the EPA Hazardous Substance Superfund for all Future Response Costs of the United States not inconsistent with the National Contingency Plan. The United States will send Settling Work Defendants a bill requiring payment that includes a SCORE\$ Report on a periodic basis. Each such bill will include an accurate accounting of federal costs incurred for response actions for which reimbursement is claimed. Settling Work Defendants shall make all payments within 30 days of Settling Work Defendants' receipt of each bill requiring payment, except as otherwise provided in Paragraph 49. The Settling Work Defendants shall remit all payments required by this Paragraph via EFT, along with the following information, to EPA's Account with Mellon Bank, Pittsburgh, Pennsylvania, as follows:

- i. Amount of payment
- ii. Title of Mellon Bank account to receive the payment: EPA
- iii. Account code for Mellon Bank account receiving the payment:  
9108544

- iv. Mellon Bank ABA Routing Number: 043000261
- v. Name of Party making payment
- vi. EPA Case Number: 02-98-0193
- vii. Site/Spill Identifier No. 02C3

To ensure that a payment is properly recorded, a letter should be sent, within one week of the EFT, which references the date of the EFT, the payment amount, the name of the Site, the case number, and the name and address of the party making payment to the United States as specified in Section XXV (Notices and Submissions) and to:

Ronald Gherardi, Chief

Financial Management Branch

U.S. Environmental Protection Agency, Region II

290 Broadway, 29th Floor

New York, New York 10007-1866

b. Settling Work Defendants shall reimburse the State for all Future Response Costs of the State not inconsistent with the NCP. The State will send Settling Work Defendants a bill requiring payment of Future Response Costs of the State on an annual basis. Each such bill will be accompanied by an accurate accounting of direct Future Response Costs paid by the State, sufficient to satisfy the requirements of Section 300.160(a)(1) of the NCP, and by a calculation of the indirect Future Response Costs of the State. To the extent that such billings include extramural costs, the billing will also include copies of the cooperative or interagency agreements, work assignments, technical directive documents, or similar task orders under which such costs were incurred, subject to applicable law regarding the disclosure of confidential business information. Settling Work Defendants shall make all payments within 30 days of Settling Work Defendants' receipt of each bill requiring payment, except as otherwise provided in Paragraph 49. Settling Work Defendants shall make all payments to the State required by this Paragraph in the form of a certified check or checks made payable to "Treasurer, State of New Jersey." Settling Work Defendants shall send the certified check(s) with NJDEP Form 062A to the Department of Environmental Protection, Bureau of Revenue, P.O. Box 417, Trenton, New Jersey 08625. Notice of the payment shall be sent to the State as specified in Section XXV (Notices and Submissions).

49. Settling Work Defendants may contest payment of any Future Response Costs of the United States or the State under Paragraph 48 if they determine that the United States or the State

has made an accounting error or if they allege that a cost item that is included represents costs that are inconsistent with the NCP. Such objection shall be made in writing within 30 days of receipt of the bill and must be sent to the United States (if the Future Response Costs of the United States are being contested) or the State (if the Future Response Costs of the State are being contested) pursuant to Section XXV (Notices and Submissions). Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, the Settling Work Defendants shall within the 30 day period pay all uncontested Future Response Costs to the United States or the State in the manner described in Paragraph 48. Simultaneously, the Settling Work Defendants shall establish an interest-bearing escrow account in a federally-insured, federally chartered bank or a federally-insured bank duly chartered in the State of New Jersey and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. The Settling Work Defendants shall send to the United States or the State, as provided in Section XXV (Notices and Submissions), a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank-stamped deposit slip and, as soon as practicable, a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, the Settling Work Defendants shall initiate the Dispute Resolution procedures in Section XVIII (Dispute Resolution). If the United States or the State prevails in the dispute, within 5 days of the resolution of the dispute, the Settling Work Defendants shall pay the sums due (with accrued interest) to the United States, or to the State, if State Future Response Costs are contested, in the manner described in Paragraph 49. If the Settling Work Defendants prevail concerning any aspect of the contested costs, the Settling Work Defendants shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to the United States or the State in the manner described in Paragraph 49; Settling Work Defendants shall disburse to themselves any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XVIII (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding the Settling Work Defendants' obligation to reimburse the United States and the State for their Future Response Costs.

50. In the event that the payments required by Paragraph 47 are not made within 30 days of the effective date of this Consent Decree or the payments required by Paragraph 48 are not made within 30 days of the Settling Work Defendants' receipt of the bill, Settling Work Defendants shall pay Interest on the unpaid balance. The Interest to be paid on Past Response Costs of the United States and of the State under this Paragraph shall begin to accrue 30 days

after the effective date of this Consent Decree. The Interest on Future Response Costs of the United States shall begin to accrue on the date of the bill. The Interest shall accrue through the date of the Settling Work Defendants' payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to Plaintiffs by virtue of Settling Work Defendants' failure to make timely payments under this Section. The Settling Work Defendants shall make all payments required by this Paragraph in the manner described in Paragraph 48.

#### XVI. INDEMNIFICATION AND INSURANCE

51. a. The United States and the State do not assume any liability by entering into this agreement or by virtue of any designation of Settling Work Defendants as EPA's authorized representatives under Section 104(e) of CERCLA. Settling Work Defendants shall indemnify, save and hold harmless the United States (with the exception of the Settling Federal Agencies) and the State and their officials, agents, employees, contractors, subcontractors, or representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Settling Work Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Decree, including, but not limited to, any claims arising from any designation of Settling Work Defendants as EPA's authorized representatives under Section 104(e) of CERCLA. Further, the Settling Work Defendants agree to pay the United States (with the exception of the Settling Federal Agencies) and the State all costs they incur including, but not limited to, attorneys fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States or the State based on negligent or other wrongful acts or omissions of Settling Work Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Decree. Neither the United States nor the State shall be held out as a party to any contract entered into by or on behalf of Settling Work Defendants in carrying out activities pursuant to this Consent Decree. Neither the Settling Work Defendants nor any such contractor shall be considered an agent of the United States or the State.

b. The United States and the State shall promptly give Settling Work Defendants notice of any claim for which the United States or the State plans to seek indemnification pursuant to Paragraph 51(a), shall consult with Settling Work Defendants prior to settling such claim, and shall not settle any such claim except upon a good faith basis.

52. Settling Work Defendants waive all claims against the United States and the State for damages or reimbursement or for

set-off of any payments made or to be made to the United States or the State, arising from or on account of any contract, agreement, or arrangement between any one or more of Settling Work Defendants and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Settling Work Defendants shall indemnify and hold harmless the United States and the State with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Settling Work Defendants and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

53. No later than 15 days before commencing any on-Site Work for Remedial Work Element I, Settling Work Defendants shall secure, and shall maintain until the Remedial Action for Remedial Work Element I has been completed, comprehensive general liability insurance with limits of \$15 million combined single limit, and automobile liability insurance with limits of \$12 million combined single limit, naming the United States and the State as additional insureds. Before commencing any on-Site Work for Remedial Work Element II, Settling Work Defendants shall secure, or shall assure that they have in place, and shall maintain until the Remedial Action for Remedial Work Element II and the Operation and Maintenance have been completed, comprehensive general liability insurance with limits of \$5 million combined single limit, and automobile liability insurance with limits of \$2 million combined single limit, naming the United States and the State as additional insureds. When the Remedial Action for Remedial Work Element II is completed, Settling Work Defendants may petition the EPA for a reduction in the amount of insurance required to be carried under this paragraph. For the duration of this Consent Decree, Settling Work Defendants shall satisfy, or shall assure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Settling Work Defendants in furtherance of this Consent Decree. Prior to the commencement of Work for any Remedial Work Element under this Consent Decree, Settling Work Defendants shall provide to EPA and the State certificates of such insurance and a copy of each insurance policy. Settling Work Defendants shall resubmit such certificates and copies of policies each year on the anniversary of the effective date of this Consent Decree. If Settling Work Defendants demonstrate by evidence satisfactory to EPA and the State that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then, with respect to that contractor or subcontractor, Settling Work Defendants need provide only that portion of the insurance described above which is not maintained by the contractor or subcontractor.

## XVII. FORCE MAJEURE

54. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of the Settling Work Defendants, of any entity controlled by Settling Work Defendants, or of Settling Work Defendants' contractors, that delays or prevents the performance of any obligation, under this Consent Decree despite Settling Work Defendants' best efforts to fulfill the obligation. The requirement that the Settling Work Defendants exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (1) as it is occurring and (2) following the potential force majeure event, such that the delay is minimized to the greatest extent possible. "Force majeure" does not include financial inability to complete the Work or a failure to attain the Performance Standards.

55. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, the Settling Work Defendants shall notify orally EPA's Project Coordinator or, in his or her absence, EPA's Alternate Project Coordinator or, in the event both of EPA's designated representatives are unavailable, the Director of the Emergency and Remedial Response Division, EPA Region II, within 10 days of when Settling Work Defendants first knew that the event might cause a delay. Within 5 days thereafter, Settling Work Defendants shall provide in writing to EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; the Settling Work Defendants' rationale for attributing such delay to a force majeure event if they intend to assert such a claim; and a statement as to whether, in the opinion of the Settling Work Defendants, such event may cause or contribute to an endangerment to public health, welfare or the environment. The Settling Work Defendants shall include with any notice all documentation available to them supporting their claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Settling Work Defendants from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Settling Work Defendants shall be deemed to know of any circumstance of which Settling Work Defendants, any entity controlled by Settling Work Defendants, or Settling Work Defendants' contractors knew or should have known.

56. If EPA, after a reasonable opportunity for review and comment by the State, agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA, after a reasonable

opportunity for review and comment by the State, for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. If EPA, after a reasonable opportunity for review and comment by the State, does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify the Settling Work Defendants in writing of its decision. If EPA, after a reasonable opportunity for review and comment by the State, agrees that the delay is attributable to a force majeure event, EPA will notify the Settling Work Defendants in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

57. If the Settling Work Defendants elect to invoke the dispute resolution procedures set forth in Section XVIII (Dispute Resolution), they shall do so no later than 15 days after receipt of EPA's notice. In any such proceeding, Settling Work Defendants shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Settling Work Defendants complied with the requirements of Paragraphs 54 and 55, above. If Settling Work Defendants carry this burden, the delay at issue shall be deemed not to be a violation by Settling Work Defendants of the affected obligation of this Consent Decree identified to EPA and the Court.

#### XVIII. DISPUTE RESOLUTION

58. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising between the United States or the State and the Settling Work Defendants under or with respect to this Consent Decree. However, the procedures set forth in this Section shall not apply (a) to actions by the United States to enforce obligations of the Settling Work Defendants that have not been disputed in accordance with this Section, or (b) to disputes between the Settling Defendants concerning this Consent Decree or the settlements reached between the Settling Work Defendants and the De Minimis Settling Defendants.

59. Any dispute between the United States and the Settling Work Defendants which arises under or with respect to this Consent Decree shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed 30 days from the time the dispute arises, unless that time is modified by written agreement of the parties to the dispute. The dispute shall be considered to



have arisen when one party sends the other parties a written Notice of Dispute.

a. In the event that the United States and the Settling Work Defendants cannot resolve a dispute by informal negotiations under the preceding Paragraph, then the position advanced by EPA shall be considered binding unless, within 30 days after the conclusion of the informal negotiation period, Settling Work Defendants invoke the formal dispute resolution procedures of this Section, by serving on the United States a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis or opinion supporting that position and any supporting documentation relied upon by the Settling Work Defendants. The Statement of Position shall specify the Settling Work Defendants' position as to whether formal dispute resolution should proceed under Paragraph 60 or Paragraph 61.

b. Within 60 days after receipt of Settling Work Defendants' Statement of Position, EPA will serve on Settling Work Defendants its Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by EPA. EPA's Statement of Position shall include a statement as to whether formal dispute resolution should proceed under Paragraph 60 or 61. Within 30 days after receipt of EPA's Statement of Position, Settling Work Defendants may submit a Reply.

c. If there is disagreement between EPA and the Settling Work Defendants as to whether dispute resolution should proceed under Paragraph 60 or 61, the parties to the dispute shall follow the procedures set forth in the paragraph determined by EPA to be applicable. However, if the Settling Work Defendants ultimately appeal to the Court to resolve the dispute, the Court shall determine which paragraph is applicable in accordance with the standards of applicability set forth in Paragraphs 60 and 61.

60. Formal dispute resolution for disputes between EPA and Settling Work Defendants pertaining to the selection or adequacy of any response action and all other disputes that are accorded review on the administrative record under applicable principles of administrative law shall be conducted pursuant to the procedures set forth in this Paragraph. For purposes of this Paragraph, the adequacy of any response action includes, without limitation: (1) the adequacy or appropriateness of plans, procedures to implement plans, or any other items requiring approval by EPA under this Consent Decree; and (2) the adequacy of the performance of response actions taken pursuant to this Consent Decree. Nothing in this Consent Decree shall be construed to allow any dispute by Settling Work Defendants regarding the validity of the ROD's provisions.

a. An administrative record of the dispute shall be maintained by EPA and shall contain all Statements of Position, including supporting documentation, submitted pursuant to this

Section. Where appropriate, EPA may allow submission of supplemental statements of position by the parties to the dispute.

b. The Director of Emergency and Remedial Response Division, EPA Region II, will issue a final administrative decision resolving the dispute based on the administrative record described in Paragraph 60(a). This decision shall be binding upon the Settling Work Defendants, subject only to the right to seek judicial review pursuant to Paragraph 60(c) and (d).

c. Any administrative decision made by EPA pursuant to Paragraph 60(b) shall be reviewable by this Court, provided that a motion for judicial review of the decision is filed by the Settling Work Defendants with the Court and served on all Parties within 10 days of receipt of EPA's decision. The motion shall include a description of the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this Consent Decree. The United States may file a response to Settling Work Defendants' motion.

d. In proceedings on any dispute governed by this Paragraph, Settling Work Defendants shall have the burden of demonstrating that the decision of the Emergency and Remedial Response Division Director is arbitrary and capricious or otherwise not in accordance with law. Judicial review of EPA's decision shall be on the administrative record compiled pursuant to Paragraph 60(a).

61. Formal dispute resolution for disputes between EPA and the Settling Work Defendants that neither pertain to the selection or adequacy of any response action nor are otherwise accorded review on the administrative record under applicable principles of administrative law, shall be governed by this Paragraph.

a. Following receipt of Settling Work Defendants' Statement of Position submitted pursuant to Paragraph 59, the Director of the Emergency and Remedial Response Division, EPA Region II, will issue a final decision resolving the dispute. The Emergency and Remedial Response Division Director's decision shall be binding on the Settling Work Defendants unless, within 10 days of receipt of the decision, the Settling Work Defendants file with the Court and serve on the parties a motion for judicial review of the decision setting forth the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of the Consent Decree. The United States may file a response to Settling Work Defendants' motion.

b. Notwithstanding Paragraph P of Section I (Background) of this Consent Decree, judicial review of any dispute governed by this Paragraph shall be governed by applicable principles of law.

62. a. In the event of a dispute only between the State and the Settling Work Defendants that the parties cannot resolve by informal negotiations, the Settling Work Defendants may institute the NJDEP internal process for resolving disputes pursuant to N.J.A.C. 7:26C-1.4. The provisions of this Paragraph shall be applied using the officials of NJDEP who are the functional equivalents of the officers listed in N.J.A.C. 7:26C-1.4 at the time the dispute arises. The officials of NJDEP shall use their best efforts to render decisions with respect to disputes brought to them for determination within a reasonable time under the circumstances. In the event that an official of NJDEP does not render a determination within 30 days of the date upon which the dispute is presented for determination by that official, the Settling Work Defendants may present the dispute to the official of NJDEP next in the chain of command.

b. Any administrative decision made by the Commissioner or his or her designee pursuant to Paragraph 62(a) shall be reviewable by this Court, provided that a motion for judicial review of the decision is filed by the Settling Work Defendants with the Court and served on all Parties to the dispute within 10 days of receipt of the State's decision. The motion shall include a description of the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this Consent Decree. The State may file a response to the motion by the Settling Work Defendants. In proceedings on any dispute governed by this Paragraph, Settling Work Defendants shall have the burden of demonstrating that the decision of the Commissioner, or his or her designee, based on the record presented to him or her, is arbitrary and capricious or otherwise not in accordance with law.

63. The invocation of formal dispute resolution procedures under this Section shall not extend, postpone or affect in any way any obligation of the Settling Work Defendants under this Consent Decree, not directly in dispute, unless EPA agrees or the Court orders otherwise. Stipulated penalties with respect to the disputed matter shall continue to accrue but payment shall be stayed pending resolution of the dispute as provided in Paragraph 72. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Consent Decree. In the event that the Settling Work Defendants do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XIX (Stipulated Penalties).

#### XIX. STIPULATED PENALTIES

64. Settling Work Defendants shall be liable for stipulated penalties in the amounts set forth in Paragraph 65(a) to the United States for failure to comply with the requirements of this Consent Decree specified below, unless excused under Section XVII (Force

Majeure). "Compliance" by Settling Work Defendants shall include completion of the activities under this Consent Decree or any work plan or other plan approved under this Consent Decree identified below in accordance with all applicable requirements of law, this Consent Decree, the SOW, and any plans or other documents approved by EPA pursuant to this Consent Decree and within the specified time schedules established by and approved under this Consent Decree.

65. a. The following stipulated penalties shall accrue per violation per day for any noncompliance identified in Subparagraph b:

Penalty Per Violation Per Day	Period of Noncompliance
\$1,000	1 <sup>st</sup> through 5 <sup>th</sup> day
\$1,500	6 <sup>th</sup> through 15 <sup>th</sup> day
\$2,000	16 <sup>th</sup> through 30 <sup>th</sup> day
\$7,000	31 <sup>st</sup> through 45 <sup>th</sup> day
\$10,000	46 <sup>th</sup> day and beyond

b. Compliance milestones or violations subject to stipulated penalties are as follows:

1. Submittal of the name of the Project Coordinator to EPA pursuant to Section XI of this Consent Decree;
2. Payment of Past Response Costs and Future Response Costs pursuant to Section XV of this Consent Decree;
3. Payment of Stipulated Penalties pursuant to Section XIX of this Consent Decree;
4. Provision of Financial Assurance pursuant to Section XII of this Consent Decree;
5. Compliance with all reporting requirements set forth in paragraphs 26 and 27 of this Consent Decree;
6. Implementation of Remedial Design, Remedial Construction, Operation and Maintenance of the Remedy in accordance with the SOW and this Consent Decree;
7. Implementation of any modification of the Work in accordance with any work plan submitted by Settling

Work Defendants and approved by EPA pursuant to Section VI of this Consent Decree;

8. Submission and, if necessary, revision and resubmission of the Remedial Action Work Plan;
9. Submission and, if necessary, revision and resubmission of the Operation and Maintenance and Post Remediation Monitoring Plan;
10. Submission and, if necessary, revision and resubmission of the Notice of Completion and Final Report for the Remedial Construction;
11. Submission and, if necessary, revision and resubmission of the Notice of Completion and Final Report for the Remedial Action; and
12. Submission and, if necessary, revision and resubmission of the Notice of Completion and Final Report for Post-Remediation Groundwater Monitoring.

66. Settling Work Defendants shall pay to the Plaintiff stipulated penalties in the amount of \$1,000 per day for each day the Settling Work Defendants fail to meet any deadline, time limit, or scheduling milestone established in this Consent Decree and not specifically referred to in paragraph 65 of this Consent Decree.

67. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 79 of Section XX (Covenants by Plaintiff), Settling Work Defendants shall be liable for a stipulated penalty in the amount of \$1 million.

68. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: (1) with respect to a deficient submission under Section X (EPA Approval of Plans and Other Submissions), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Settling Work Defendants of any deficiency; (2) with respect to a decision by the Director of the Emergency and Remedial Response Division, EPA Region II, under Paragraph 60(b) or 61(a) of Section XVIII (Dispute Resolution), during the period, if any, beginning on the 21st day after the date that Settling Work Defendants' reply to EPA's Statement of Position is received until the date that the Director issues a final decision regarding such dispute; or (3) with respect to judicial review by this Court of any dispute under Section XVIII (Dispute Resolution), during the period, if any, beginning on the 31st day after the Court's receipt of the final submission regarding the dispute until the date that the Court issues a final decision regarding such dispute. Nothing

herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

69. Following EPA's determination that Settling Work Defendants have failed to comply with a requirement of this Consent Decree, EPA may give Settling Work Defendants written notification of the same and describe the noncompliance. EPA may send the Settling Work Defendants a written demand for the payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified the Settling Work Defendants of a violation.

70. All penalties accruing under this Section shall be due and payable to the United States within 30 days of the Settling Work Defendants' receipt from EPA of a demand for payment of the penalties, unless Settling Work Defendants invoke the Dispute Resolution procedures under Section XVIII (Dispute Resolution). All payments to the United States under this Section shall indicate that the payment is for stipulated penalties, and shall be remitted via EFT, along with the following information, to EPA's Account with Mellon Bank, Pittsburgh, Pennsylvania, as follows:

- i. Amount of payment
- ii. Title of Mellon Bank account to receive the payment:  
EPA
- iii. Account code for Mellon Bank account receiving the  
payment: 9108544
- iv. Mellon Bank ABA Routing Number: 043000261
- v. Name of Party making payment
- vi. EPA Case Number: 02-98-0193
- vii. Site/Spill Identifier No. 02C3

To ensure that a payment is properly recorded, a letter should be sent, within one week of the EFT, which references the date of the EFT, the payment amount, that the payment is for stipulated penalties, the name of the Site, the case number, and the name and address of the party making payment to the United States as specified in Section XXV (Notices and Submissions) and to:

Ronald Gherardi, Chief

Financial Management Branch

U.s. Environmental Protection Agency, Region II

290 Broadway, 29th Floor

New York, New York 10007-1866

71. The payment of penalties shall not alter in any way Settling Work Defendants' obligation to complete the performance of the Work required under this Consent Decree.

72. Penalties shall continue to accrue as provided in Paragraph 68 during any dispute resolution period, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of EPA that is not appealed to this Court, accrued penalties determined to be owing shall be paid to EPA within 15 days of the agreement or the receipt of EPA's decision or order;

b. If the dispute is appealed to this Court and the United States prevails in whole or in part, Settling Work Defendants shall pay all accrued penalties determined by the Court to be owed to EPA within 60 days of receipt of the Court's decision or order, except as provided in Subparagraph c. below;

c. If the District Court's decision is appealed by any Party, Settling Work Defendants shall pay all accrued penalties determined by the District Court to be owing to the United States into an interest-bearing escrow account within 60 days of receipt of the Court's decision or order. Penalties shall be paid into this account as they continue to accrue, at least every 60 days. Within 15 days of receipt of the final appellate court decision, the escrow agent shall pay the balance of the account to EPA or to Settling Work Defendants to the extent that they prevail.

73. a. If Settling Work Defendants fail to pay stipulated penalties when due, the United States may institute proceedings to collect the penalties, as well as interest. Settling Work Defendants shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 70.

b. Nothing in this Consent Decree shall be construed as prohibiting, altering, or in any way limiting the ability of the United States to seek any other remedies or sanctions available by virtue of Settling Work Defendants' violation of this Decree or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(1) of CERCLA. Provided, however, that the United States shall not seek civil penalties pursuant to Section 122(1) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of the Consent Decree.

74. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Consent Decree.

## XX. COVENANTS BY PLAINTIFFS

### A. Settling Work Defendants and Settling Federal Agencies

75. In consideration of the actions that will be performed and the payments that will be made by the Settling Work Defendants under the terms of the Consent Decree, and except as specifically provided in Paragraph 76 of this Section, the United States covenants not to sue or to take administrative action against Settling Work Defendants pursuant to Section 106 and 107(a) of CERCLA for the Interim Remedy, performance of the Work and for recovery of Past Response Costs and Future Response Costs of the United States, and the State covenants not to sue or to take administrative action against the Settling Work Defendants pursuant to Section 107 of CERCLA, 42 U.S.C. §9607, the Closure Act, the Spill Act, the SWMA, the WPCA, N.J.S.A. 23:5-28, the common law of nuisance, the common law of negligence, or strict liability for the Interim Remedy, performance of the Work, Past and Future Response Costs of the State, or State Natural Resources Damages relating to the Site. These covenants not to sue shall take effect upon the receipt by EPA and NJDEP of the payments required by Paragraphs 47 of Section XV (Reimbursement of Response Costs). These covenants not to sue are conditioned upon the satisfactory performance by Settling Work Defendants of their obligations under this Consent Decree. These covenants not to sue extend only to the Settling Work Defendants and do not extend to any other person.

75.1 In consideration of the payments that will be made by the Settling Federal Agencies under the terms of the Consent Decree, and except as specifically provided in Paragraph 76 of this Section, EPA covenants not to "sue or to" take administrative action against the Settling Federal Agencies pursuant to Sections 106 and 107 of CERCLA for the Interim Remedy, performance of the Work and for recovery of Past Response Costs and Future Response Costs of the United States, and the State covenants not to "sue or to" take administrative action against the Settling Federal Agencies for Past Response Costs and Future Response Costs of the State and for State Natural Resource Damages relating to the Site. These covenants shall take effect upon the receipt by EPA and NJDEP of the payments required by Paragraph 47.1 of Section XV (Reimbursement of Response Costs). These covenants are conditioned upon the satisfactory performance by Settling Federal Agencies of their obligations under this Consent Decree. These covenants extend only to the Settling Federal Agencies and do not extend to any other person.

76. General reservations of rights. The covenants set forth above do not pertain to any matters other than those expressly specified in Paragraphs 75 and 75.1. The United States and the State reserve, and this Consent Decree is without prejudice to, all rights against Settling Work Defendants, and EPA and the federal



natural resources trustees and the State reserve, and this Consent Decree is without prejudice to, all rights against the Settling Federal Agencies, with respect to all other matters, including but not limited to, the following:

(1) claims based on a failure by Settling Work Defendants and Settling Federal Agencies to meet a requirement of this Consent Decree;

(2) liability arising from the past, present, or future disposal, release, or threat of release of Waste Materials outside of the Site;

(3) liability for future disposal of Waste Material at the Site, other than as provided in the ROD, the Work, or otherwise ordered, approved or permitted by EPA;

(4) liability to the United States for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

(5) criminal liability;

(6) liability for violations of federal or state law which occur during or after implementation of the Remedial Action;

(7) liability of respondents for performance of all remaining requirements of EPA's March 9, 1992 Administrative Order, Index No. II-CERCLA-20104;

(8) liability for additional operable units at the Site or the final response action;

(9) liability for costs that the United States will incur related to the Site but are not within the definition of Future Response Costs.

#### B. De Minimis Settling Defendants

77. In consideration of the payments totaling at least \$1,200,000 that will be made by the De Minimis Settling Defendants under the terms of the Consent Decree, and except as specifically provided in Paragraph 78 of this Section, the United States and the State covenant not to sue or take administrative action against the De Minimis Settling Defendants pursuant to Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606, 9607, relating to the Site, and the State covenants not to sue or to take administrative action against the De Minimis Settling Defendants pursuant to the Closure Act, the Spill Act, the SWMA, the WPCA, N.J.S.A. 23:5-28, the common law of nuisance, the common law of negligence, or strict liability with respect to the Site, and the State covenants not to sue or to take administrative action against the De Minimis Settling Defendants

for State Natural Resource Damages relating to the Site. These covenants shall take effect for each De Minimis Settling Defendant upon notification to the United States by the QSF Trust that the De Minimis Settling Defendant's payments have been received. With respect to each De Minimis Settling Defendant, individually, this covenant not to sue is conditioned upon: a) the satisfactory performance by each De Minimis Settling Defendant of all of its obligations under this Consent Decree; and b) the veracity of the information provided to EPA by the De Minimis Settling Defendant relating to the De Minimis Settling Defendant's involvement with the Site. The United States' covenant extends only to the De Minimis Settling Defendants and does not extend to any other person.

78. (a) General reservations of rights. The covenants set forth in Paragraph 77 above do not pertain to any matters other than those expressly specified in Paragraph 77. The United States and the State reserve, and this Consent Decree is without prejudice to, all rights against De Minimis Settling Defendants and EPA and the federal natural resources trustees and the State reserve, and this Consent Decree is without prejudice to, all rights against the De Minimis Settling Defendants with respect to all other matters, including but not limited to, the following:

(1) claims based on a failure by De Minimis Settling Defendants to meet a requirement of this Consent Decree;

(2) liability arising from future arrangement for disposal or treatment of a hazardous substance, pollutant or contaminant at the Site after the date of lodging of this Consent Decree;

(3) liability to the United States for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; and

(4) criminal liability.

(b) Notwithstanding any other provision in this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings against any individual De Minimis Settling Defendant in this action or in a new action or to issue an administrative order to any individual De Minimis Settling Defendant seeking to compel that De Minimis Settling Defendant to perform response actions relating to the Site, and/or to reimburse the United States for additional costs of response, if information is discovered which indicates that such De Minimis Settling Defendant contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that such De Minimis Settling Defendant no longer qualifies as a de minimis party at the Site because De Minimis Settling Defendant contributed greater than 1% of the hazardous

substances at the Site, or contributed hazardous substances which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site.

79. Work Takeover. In the event EPA determines that Settling Work Defendants have ceased implementation of any portion of the Work, are seriously or repeatedly deficient or late in their performance of the Work, or are implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may assume the performance of all or any portions of the Work as EPA determines necessary. Settling Work Defendants may invoke the procedures set forth in Section XVIII (Dispute Resolution), Paragraph 61, to dispute EPA's determination that takeover of the Work is warranted under this Paragraph. Costs incurred by the United States in performing the Work pursuant to this Paragraph shall be considered Future Response Costs that Settling Work Defendants shall pay pursuant to Section XV (Reimbursement of Response Costs).

80. Notwithstanding any other provision of this Consent Decree, the United States retains all authority and reserves all rights to take any and all response actions authorized by law.

XXI. COVENANTS BY SETTLING DEFENDANTS AND SETTLING FEDERAL AGENCIES

81. Covenant Not to Sue by Settling Defendants. Subject to the reservations in Paragraphs 83 and 84, Settling Defendants hereby covenant not to sue and agree not to assert any claims or causes of action against the United States or the State with respect to the Work, past response actions, and Past and Future Response Costs as defined herein, and past and future response costs incurred or to be incurred by the Settling Defendants under this Consent Decree, including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113 or any other provision of law;

b. any claims against the United States, including any department, agency or instrumentality of the United States under CERCLA Sections 107 or 113 related to the Site;

c. any claims arising out of response activities at the Site, including claims based on EPA's or the State's selection of response actions, oversight of response activities or approval of plans for such activities;

d. any claims for costs, fees or expenses incurred in this action or related to the Site, including claims under 28 U.S.C. § 2412 (Equal Access to Justice Act), as amended; and

e. any claim under the Constitution of the United States, the Tucker Act, 28 U.S.C. § 1491, or at common law, arising out of or relating to access to, institutional controls on or other restrictions on the use or enjoyment of, or response activities undertaken at the Site.

82. Covenant by Settling Federal Agencies. Settling Federal Agencies hereby agree not to assert any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Section 106(b)(2), 107, 111, 112, 113 or any other provision of law with respect to the Work, past response actions, and Past and Future Response Costs as defined herein or this Consent Decree. This covenant does not preclude demand for reimbursement from the Superfund of costs incurred by a Settling Federal Agency in the performance of its duties (other than pursuant to this Consent Decree) as lead or support agency under the National Contingency Plan (40 C.F.R. Part 300).

83. The Settling Defendants reserve, and this Consent Decree is without prejudice to: (a) claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, any such claim shall not include a claim for any damages caused, in whole or in part, by the act or omission of any person, including any contractor, who is not a federal employee as that term is defined in 28 U.S.C. § 2671; nor shall any such claim include a claim based on EPA's selection of response actions, or the oversight or approval of the Settling Defendants' plans or activities. The foregoing applies only to claims which are brought pursuant to any statute other than CERCLA and for which the waiver of sovereign immunity is found in a statute other than CERCLA; and (b) contribution claims against the Settling Federal Agencies in the event any claim is asserted by the United States or the State against the Settling Defendants under the authority of or under Paragraphs 76(2)-(4) or 76(8)-(9) of Section XX (Covenants by Plaintiff), but only to the same extent and for the same matters, transactions, or occurrences as are raised in the claim of the United States or the State against Settling Defendants.

84. The Settling Defendants reserve, and this Consent Decree is without prejudice to, claims against the State for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful acts or omissions of any employee of the State while acting within the scope of his or her office or employment subject to all applicable defenses and immunities set forth in the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.;

provided, however, that any such claim shall not include a claim for any damages based on the State's selection of response actions, or the oversight or approval of Settling Work Defendants' plans or activities.

85. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

86. Settling Defendants agree not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Settling Defendants with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if

(a) any materials contributed by such person to the Site constituting Municipal Solid Waste (MSW) or Municipal Sewage Sludge (MSS) did not exceed 0.2% of the total volume of waste at the Site; and

(b) any materials contributed by such person to the Site containing hazardous substances, but not constituting MSW or MSS, did not exceed the greater of (i) 0.002% of the total volume of waste at the Site, or (ii) 110 gallons of liquid materials or 200 pounds of solid materials.

This waiver shall not apply to any claim or cause of action against any person meeting the above criteria if EPA has determined that the materials contributed to the Site by such person contributed or could contribute significantly to the costs of response at the Site.

#### XXII. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

87. Except as provided in paragraph 86, nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this decree may have under applicable law. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

88. The Parties agree, and by entering this Consent Decree this Court finds, that the Settling Defendants and the Settling Federal Agencies are entitled, as of the effective date of this Consent Decree, to protection from contribution actions or claims as provided by CERCLA Section 113 (f) (2) , 42 U. S. C. § 9613 (f)

(2), and that the De Minimis Settling Defendants are entitled, as of the effective date of this Consent Decree, to protection from contribution actions or claims as provided by CERCLA Section 122(g)(5), 42 U.S.C. § 9622(g)(5), for matters addressed in this Consent Decree. Such "matters addressed in this Consent Decree" are the Interim Remedy, the Remedial Design, the Remedial Action, the Work, Operation and Maintenance, Past Response Costs, and Future Response Costs. In addition, the term includes, as to the State, any claims by the State relating to the Site, under the SWMA, the Closure Act, the Spill Act, the WPCA, N.J.S.A. 23:5-28, the common law of nuisance and negligence and strict liability, and for State Natural Resource Damages, except for those claims reserved under Paragraphs 76 and 78.

89. The Settling Defendants agree that with respect to any suit or claim for contribution brought by them for matters related to this Consent Decree, they will notify the United States and the State in writing no later than 60 days prior to the initiation of such suit or claim.

90. The Settling Defendants also agree that with respect to any suit or claim for contribution brought against them for matters related to this Consent Decree, they will notify in writing the United States and the State within 10 days of service of the complaint on them. In addition, Settling Defendants shall notify the United States and the State within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial.

91. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, the entire controversy doctrine, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section XX (Covenants By Plaintiffs). In particular, but not by way of limitation, the Court has determined, for purposes of the New Jersey entire controversy doctrine, that the United States and the State shall not assert claims related to liability for additional operable units or the final remedial action at the Site, at this stage of the litigation, which claims are hereby preserved.

#### XXIII. ACCESS TO INFORMATION

92. Settling Work Defendants shall provide to EPA and the State, upon request, at reasonable times, copies of all non-privileged documents and information within their possession or control or that of their contractors or agents relating to

activities at the Site or to the implementation of this Consent Decree, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other non-privileged documents or information related to the Work. Settling Work Defendants shall also make available to EPA, for purposes of investigation, information gathering, or testimony, upon reasonable notice and at reasonable times and places, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

93. a. Settling Work Defendants may assert business confidentiality claims covering part or all of the documents or information submitted to Plaintiffs under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA and the State, or if EPA has notified the applicable Settling Work Defendant that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA, the public may be given access to such documents or information in accordance with the requirements of 40 C.F.R. § 2.205, without further notice to Settling Defendants.

b. One or more Settling Work Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If any Settling Work Defendant asserts such a privilege in lieu of providing documents, the Settling Work Defendant shall provide the Plaintiffs with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the contents of the document, record, or information; and (6) the privilege asserted by the Settling Work Defendant. However, no documents, reports or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on the grounds that they are privileged.

94. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data (other than the Construction Cost Estimate referred to in Paragraph VII.C.5 of the SOW), or any other documents or information evidencing conditions at or around the Site.

#### XXIV. RETENTION OF RECORDS

95. Until ten years after the Settling Work Defendants' receipt of EPA's notification pursuant to Paragraph 44(b) of Section

XIII (Certification of Completion), each of the Settling Work Defendants shall preserve and retain at least one copy of all records and documents now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary. Until ten years after the Settling Work Defendants' receipt of EPA's notification pursuant to Paragraph 44(b) of Section XIII (Certification of Completion), Settling Work Defendants shall also instruct their contractors and agents to preserve at least one copy of all documents, records, and information of whatever kind, nature or description relating to the performance of the Work to the extent these documents, records, and information is not retained by the Settling Work Defendants.

96. At the conclusion of this document retention period, Settling Work Defendants shall notify the United States and the State at least 90 days prior to the destruction of any such records or documents, and, upon request by the United States or the State, Settling Work Defendants shall make any such records or documents available to EPA or the State. The Settling Work Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Work Defendants assert such a privilege, they shall provide the Plaintiffs with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Settling Work Defendants. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

97. Each Settling Defendant hereby certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not, with any intent to limit or avoid liability, altered, mutilated, discarded, destroyed or otherwise disposed of all copies of any records, documents or other information relating to its potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information related to the Site, pursuant to Section 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

98. The United States acknowledges that each Settling Federal Agency (1) is subject to all applicable Federal record retention laws, regulations, and policies; and (2) has certified that it has fully complied with any and all EPA and State requests for information pursuant to Section 104(e) and 122(e) of CERCLA, 42 U.S.C. 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C.



XXV. NOTICES AND SUBMISSIONS

99. Whenever, under the terms of this Consent Decree unless otherwise agreed upon, written notice is required to be given or a report or other document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, the State, NJDEP, the Settling Defendants and the Settling Work Defendants, respectively.

As to the United States:

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Ben Franklin Station  
Washington, D.C. 20044-7611  
Re: DOJ #90-11-3-06104 and

Chief, Environmental Defense Section  
United States Department of Justice  
Environment and Natural Resources Division  
P.O. Box 23986  
Washington, D.C. 20026-3986  
Re: DJ #90-11-6-05175  
and

As to EPA:

ATTN: Chemsol Site Remedial Project Manager  
New Jersey Remediation Branch  
Emergency and Remedial Response Division  
U.S. Environmental Protection Agency, Region II  
290 Broadway, 19th Floor  
New York, New York 10007-1866

ATTN: Chemsol Site Attorney  
New Jersey Superfund Branch  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region II  
290 Broadway, 17th Floor  
New York, New York 10007-1866

As to the State and NJDEP:

ATTN: Chemsol Site Manager  
Bureau of Federal Case Management  
Department of Environmental Protection  
401 East State Street  
P.O. Box 413  
Trenton, New Jersey 08625

ATTN: Section Chief  
Hazardous Site Litigation Section  
Division of Law  
P.O. Box 093  
Trenton, New Jersey.

As to the Settling Defendants and the Settling Work Defendants:

Willard F. Potter  
Settling Work Defendants' Project Coordinator  
Senior Project Manager  
de maximis, Inc.  
186 Center Street, Suite 290  
Clinton, New Jersey 08809

XXVI. EFFECTIVE DATE AND TERMINATION

100. The effective date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court, except as otherwise provided herein. When Settling Work Defendants believe that the Work required by this Consent Decree has been completed and the United States and the State have been reimbursed by the Settling Work Defendants for all amounts due under Section XV (Reimbursement of Response Costs), the Settling Work Defendants may petition the United States and the State for agreement to terminate this Consent Decree. If the United States and the State accept the petition, the United States, the State and the Settling Work Defendants shall jointly petition the Court for termination of this Consent Decree. If the United States or the State rejects the petition, the United States or the State, as the case may be, shall explain its reasons in writing, and the procedures of Section XVIII (Dispute Resolution) shall apply. Termination shall not affect the provisions of Section XX (Covenants by Plaintiffs), Section XXI (Covenants by Settling Defendants and Settling Federal Agencies), Section XXII (Effect of Settlement; Contribution Protection) and Section XXIV (Retention of Records).

## XXVII. RETENTION OF JURISDICTION

101. This Court retains jurisdiction over both the subject matter of this Consent Decree and the United States, the State, the Settling Defendants and the QSF Trust for the duration of the performance of the terms and provisions of this Consent Decree for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms, to resolve disputes in accordance with Section XVIII (Dispute Resolution) hereof, or to enforce the obligations of the De Minimis Settling Defendants to pay the Settling Work Defendants under this Consent Decree or to enforce the agreements among the Settling Work Defendants to satisfy their obligations pursuant to the terms to this Consent Decree.

## XXVIII. APPENDICES

102. The following appendices are attached to and incorporated into this Consent Decree:

"Appendix A" is the Deed Notice.

"Appendix B" is the QSF Agreement.

"Appendix C" is the ROD.

"Appendix D" is the complete list of the Settling Defendants.

"Appendix E" is the complete list of the Settling Federal Agencies.

"Appendix F" is the map of the Site.

"Appendix G" is the SOW.

## XXIX. COMMUNITY RELATIONS

103. Settling Work Defendants shall propose to EPA their participation in the community relations plan to be developed by Settling Work Defendants and approved by EPA. EPA will determine the appropriate role for the Settling Work Defendants under the Plan. Settling Work Defendants shall also cooperate with EPA in providing information regarding the Work to the public. As requested by EPA, Settling Work Defendants shall participate in the preparation of such information for dissemination to the public and in public meetings which may be held or sponsored by EPA to explain activities at or relating to the Site. The Settling Work Defendants shall not be precluded from undertaking their own community relations efforts if approved by EPA. This Paragraph shall not be interpreted to inhibit or affect the community relations efforts by the Settling Work Defendants; provided, however, that such efforts shall not be inconsistent with the NCP or any approved community

relations plan developed in accordance with this Section, and provided that EPA approves any community relations plan.

### XXX. MODIFICATION

104. Schedules specified in this Consent Decree or in plans prepared and approved pursuant to this Consent Decree for completion of the Work may be modified by agreement of EPA and the Settling Work Defendants. All such modifications shall be made in writing. The permits or permit equivalents required for the Work may be modified in accordance with the procedures governing the modifications of such permits.

105. Except as provided in Paragraph 13 no material modifications shall be made to the SOW without written notification to and written approval of the United States, Settling Work Defendants, and the Court. Prior to providing its approval to any modification, the United States will provide the State with a reasonable opportunity to review and comment on the proposed modification. Modifications to the SOW that do not materially alter that document may be made by written agreement between EPA, after providing the State with a reasonable opportunity to review and comment on the proposed modification, and the Settling Work Defendants.

106. Nothing in this Decree shall be deemed to alter the Court's power to enforce, supervise or approve modifications to this Consent Decree.

### XXXI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

107. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622 (d) (2), and 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that the Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

108. If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

### XXXII. SIGNATORIES/SERVICE

109. Each undersigned representative of a Settling Defendant to this Consent Decree, the State and the Assistant Attorney General for Environment and Natural Resources of the Department of Justice certifies that he or she is fully authorized to enter into the terms

and conditions of this Consent Decree and to execute and legally bind such Party to this document.

110. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree unless the United States has notified the Settling Defendants in writing that it no longer supports entry of the Consent Decree.

111. Each Settling Defendant shall identify, on the attached signature page, the name, address and telephone number of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons.

SO ORDERED THIS

21<sup>st</sup> DAY OF January, 2000

~~United States District Judge~~

William H. Walls, USDJ

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR THE UNITED STATES OF AMERICA

Date: \_\_\_\_\_

\_\_\_\_\_  
Lois J. Schiffer  
Assistant Attorney General  
Environment and Natural Resources  
Division  
U.S. Department of Justice  
Washington, D.C. 20530

\_\_\_\_\_  
Pamela A. Moreau  
Environmental Enforcement Section  
Environment and Natural Resources  
Division  
U.S. Department of Justice  
P.O. Box 7611  
Ben Franklin Station  
Washington, D.C. 20044-7611

\_\_\_\_\_  
Michele L. Walter  
Environmental Defense Section  
Environment and Natural Resources  
Division  
U.S. Department of Justice  
P.O. Box 23986  
Washington, D.C. 20026-3986  
(202) 514-3376

\_\_\_\_\_  
Susan Cassell  
Assistant United States Attorney  
District of New Jersey  
U.S. Department of Justice  
970 Broad Street, Room 501  
Newark, NJ 07102  
(973) 645-2847

United States v. AlliedSignal Inc., et al.  
Consent Decree Signature Page

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Date:

7/29/91


Jeanne M. Fox  
Regional Administrator, Region II  
U.S. Environmental Protection  
Agency  
290 Broadway  
New York, New York 10007-1866

Amelia M. Wagner  
Assistant Regional Counsel  
U.S. Environmental Protection  
Agency  
Region II  
290 Broadway, 17th Floor  
New York, New York 10007-1866

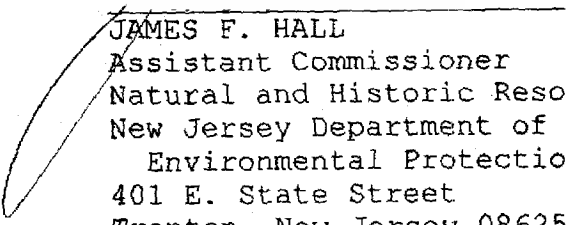
United States v. AlliedSignal Inc., et al.  
Consent Decree Signature Page

Date: 7/28/99

FOR THE STATE OF NEW JERSEY

  
RONALD T. CORCORY  
Assistant Director  
Division of Responsible Party Site  
Remediation  
New Jersey Department of  
Environmental Protection  
401 East State Street  
Trenton, New Jersey 08625

Date: 7/26/99

  
JAMES F. HALL  
Assistant Commissioner  
Natural and Historic Resources  
New Jersey Department of  
Environmental Protection  
401 E. State Street  
Trenton, New Jersey 08625



THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR AlliedSignal Inc.  
Company Name

Date: June 25, 1999

Theodore A. Fischer  
Director - Remediation & Evaluation Services  
101 Columbia Road  
Morristown, NJ 07962

Agent Authorized to Accept Service on Behalf of Above-signed  
Party:

Name: Heleen Schiller  
Title: Legal Research Assistant  
Address: 101 Columbia Road; Morristown, NJ 07962  
Tel. Number: 973-455-3104

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR ASHLAND INC.  
Company Name

Date: June 18, 1999

*Suit -*  
[Name -- Please Type] James A. Duquin  
[Title -- Please Type] Vice President  
[Address -- Please Type] 5200 Blazer Parkway  
Dublin, Ohio 43017

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Stephen W. Leermakers  
Title: Senior Litigation Counsel  
Address: 5200 Blazer Parkway, Dublin, Ohio 43017  
Tel. Number: 614-790-4261

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR BASF Corporation  
Company Name

Date: June 28, 1999

Harry M. Baumgartner  
[Name -- Please Type]  
[Title -- Please Type] Counsel  
[Address -- Please Type]

BASF Corporation  
3000 Continental Drive - North  
Mount Olive, NJ 07828 - 1234

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Thomas Y. Allman  
Title: Senior Vice President and General Counsel  
Address: BASF Corporation, 3000 Continental Dr. N, Mount Olive,  
Tel. Number: (973) 426-3200 NJ 07828-1234

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR

Company Name  
Becton Dickinson and Company

Date: June 30, 1999

[Name -- Please Type] Bridget M. Healy  
[Title -- Please Type] Vice President & Secretary  
[Address -- Please Type] 1 Becton Drive  
Franklin Lakes, NJ 07417

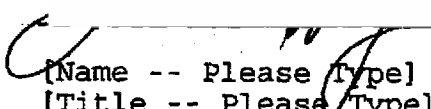
Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Bruce J. Hector, Esq.  
Title: Associate General Counsel  
Address: 1 Becton Drive, Franklin Lakes, NJ 07417  
Tel. Number: 201-847-7107

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR Benjamin Moore & Co.  
Company Name

Date: June 28, 1999

  
[Name -- Please Type] John T. Rafferty, Esq.  
[Title -- Please Type] General Counsel & Secretary  
[Address -- Please Type] 51 Chestnut Ridge Road  
Montvale, NJ 07645

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Karl J. Rohrbacher, Esq.  
Title: Assistant General Counsel  
Address: 51 Chestnut Ridge Road, Montvale, NJ 07645  
Tel. Number: (201) 573-9600 Ext. 6227

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR Borden, Inc.  
Company Name  
Colleen K. Nissl, Esquire  
Vice President & Asst. General Counsel  
180 E. Broad Street  
Columbus, OH 43215  
[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]

Date: June 25, 1999

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Richard A. Levao, Esquire  
Title: Outside Counsel  
Address: Shanley & Fisher, 131 Madison Ave., Morristown, NJ 07962-1979  
Tel. Number: (973) 285-1000

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR Ciba Specialty Chemicals Corporation  
Company Name

Date: 6/18/99

Name -- Douglas S. Hefflerin  
Title -- Vice President, Remediation Services  
Address -- 560 White Plains Road  
Tarrytown, NY 10591

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: CSC The United States Corporation  
Title: 1013 Center Road  
Address: Wilmington, DE 19805-1297  
Tel. Number: (800) 927-9800

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR Colgate-Palmolive Company  
Company Name

Date: July 9, 1999

James Serafino  
[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]

James Serafino  
Vice President, Deputy General Counsel  
300 Park Avenue  
New York, NY 10022

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Michael Th. Bourque  
Title: Senior Counsel  
Address: 300 Park Avenue, New York, NY 10022  
Tel. Number: (212) 310-2201



THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR CON-LUX COATINGS, INC  
Company Name

Date: \_\_\_\_\_

[Name -- Please Type] MARK W. BIEDRON  
[Title -- Please Type] LIQUIDATING TRUSTEE  
[Address -- Please Type] Box 327 OLDWICK, NJ 08858

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: MARK W. BIEDRON  
Title: LIQUIDATING TRUSTEE  
Address: Box 327 OLDWICK, NJ 08858  
Tel. Number: 908 832 0693

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR NOVARTIS CORPORATION  
Company Name

Date: JUNE 21, 1999

[Name -- Please Type] Robert L. Thompson, Jr.  
[Title -- Please Type] Executive Vice President  
[Address -- Please Type] and General Counsel  
564 Morris Avenue  
Summit, NJ 07901-1027

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Corporation Service Co.  
Title: \_\_\_\_\_  
Address: 830 Bear Tavern Rd., W. Trenton, NJ 08628  
Tel. Number: (609) 771-1200

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR Curtiss-Wright Corporation  
Company Name

Date: June 28, 1999

1200 Wall Street West  
Lyndhurst, NJ 07071

James V. Maher, Assistant Secretary  
[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Brian D. O'Neill  
Title: General Counsel  
Address: 1200 Wall Street West, Lyndhurst, NJ 07071  
Tel. Number: 201-460-8108

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR Cytel Industries Inc  
Company Name

Date: 6/29/99

[Name -- Please Type] R.L. Hillard  
[Title -- Please Type] Director - Environmental Services  
[Address -- Please Type] Cytel Industries Inc.  
5 Garret Mt Plaza  
West Paterson, N.J.

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Thomas A. Waldman, Esq.  
Title: Attorney  
Address: Cytel Industries Inc 5 Garret Mt Plaza W Paterson NJ  
Tel. Number: (973) 357-3136

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR The Dow Chemical Company  
Company Name

Date: June 28, 1999

Mark D. Tucker  
[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]  
Counsel  
2030 Dow Center  
Midland, MI 48674

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Mark D. Tucker  
Title: Counsel  
Address: 2030 Dow Center, Midland, MI 48674  
Tel. Number: 517-636-5051

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR Du Pont Company  
Company Name

Date: June 17, 1999

[Name -- Please Type] Bernard J. Reilly  
[Title -- Please Type] Corporate Counsel  
[Address -- Please Type] Du Pont Legal - 07082  
1007 Market Street  
Wilmington, DE 19898

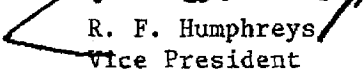
Agent Authorized to Accept Service on Behalf of Above-signed  
Party:

Name: Bernard Reilly  
Title: Corporate Counsel  
Address: Du Pont Legal - 1007 Market St Wilmington, DE 19898  
Tel. Number: 302-774-5445

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR Exxon Chemical Americas  
Company Name

Date: June 21, 1999

  
R. F. Humphreys  
Vice President  
13501 Katy Freeway  
Houston, TX 77079



Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: James J. Doyle, Jr.  
Title: Counsel  
Address: 13501 Katy Freeway, Houston, TX 77079  
Tel. Number: (281) 870-6137

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR Fisher-Price, Inc.  
Company Name

Date: 6/22/99

[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]

Robert Normile, Vice President  
333 Continental Blvd.,  
El Segundo, CA 90245

Agent Authorized to Accept Service on Behalf of Above-signed  
Party:

Name: Robert Normile  
Title: Vice President  
Address: 333 Continental Blvd., El Segundo, CA 90245  
Tel. Number: (310) 252-3615



THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR FORD MOTOR COMPANY  
Company Name

Date: June 25, 1999

Thomas J. DeZure  
Assistant Secretary  
Suite 600 PTE  
One Parklane Blvd,  
Dearborn, Michigan 48126

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Kathy J. Hofer  
Title: Counsel  
Address: 3 Parklane Blvd., Suite 1500 PTW, Dearborn, Mi. 48126  
Tel. Number: (313) 594-1637

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v.

AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR: GENERAL ELECTRIC COMPANY

Date: July 14, 1999

Jane W. Gardner  
Manager & Counsel-Environmental Remediation  
Programs  
3135 Easton Turnpike  
Fairfield, CT 06431

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Andrew J. Thomas, Jr.  
Title: Counsel-Environmental Matters  
Address: 3135 Easton Turnpike  
Fairfield, CT 06431  
Tel. Number: (203) 373-2268  
Fax Number: (203) 373-2683

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR General Motors Corporation  
Company Name

Date: June 22, 1999

General Motors Corporation  
Legal Staff  
MC 482-208-815  
New Center One Bldg.  
3031 W. Grand Blvd.  
Detroit, MI 48202

- Don A. Schiemann, Attorney  
[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Theresa L. Cerwin  
Title: Agent, Service of Process  
Address: General Motors Corporation  
Tel. Number: Legal Staff MC 482-208-815  
New Center One Bldg.  
3031 W. Grand Blvd.  
Detroit, MI 48202  
Tel: 313/974-1822

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR

Company Name / GULTON INDUSTRIES INC.  
John U. Byrne, Vice President  
501 John James Audubon Parkway P.O. Box 810  
Amherst, New York 14228-0810

Date: June 30, 1999

[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Deborah J. Chadsey, Esq.  
Name: Lippes, Silverstein, Mathias & Wexler LLP  
Title: Attorneys  
Address: 700 Guaranty Building 28 Church St. Buffalo, NY 14202-3950  
Tel. Number: 716-853-5100

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR Henkel Corporation

Company Name

Date: June 28, 1999

Name: Juliette B. Richter  
Title: Associate General Counsel and Risk Manager  
Address: The Triad - Suite 200  
2200 Renaissance Boulevard  
Gulph Mills, PA 19406

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Juliette B. Richter  
Title: Associate General Counsel & Risk Manager  
Address: Henkel Corporation, The Triad-Suite 200, 2200 Renaissance Blvd.  
Tel. Number: (610) 270-8100 Gulph Mills, PA 19406

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

Hercules Incorporated

FORBY

Company Name *Rec*

Marshall W. Jones, Acting Vice President  
Safety, Health, Environment and Regulatory Affairs

Date: June 17, 1999

[Name -- Please Type]

[Title -- Please Type]

[Address -- Please Type]

Hercules, Incorporated

Hercules Plaza

1313 North Market St., Wilmington, DE 19894-0001

Agent Authorized to Accept Service on Behalf of Above-signed  
Party:

Name: Richmond L. Williams

Title: Counsel

Address: Hercules Inc., Hercules Plaza, 1313 N. Market St., Wilm. DE

Tel. Number: (302) 594-7020 19894-0001

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR Hoffmann-La Roche Inc.  
Company Name

Date: July 9, 1999

Frederick C. Kentz III  
[Name -- Please Type]  
[Title -- Please Type] Vice President  
[Address -- Please Type]

Hoffmann-La Roche Inc.  
340 Kingsland Street  
Nutley, New Jersey 07110

Apprv'd As To Form  
LAW DEPT.

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: John D. Alexander  
Title: Assistant General Counsel  
Address: Hoffmann-La Roche Inc., 340 Kingsland St., Nutley, NJ  
Tel. Number: 973-235-3447

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR HWA HOLDINGS, INC. (HWA/Hochst Celanese Corp.)  
Company Name

Date: June 23, 1999

[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Edmund A. Collins  
Title: Vice President, General Counsel, + Secretary  
Address: 86 Morris Avenue, Summit, NJ 07901  
Tel. Number: 908 522 7243



(6)

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

Indopco, Inc. d/b/a  
National Starch and Chemical  
FOR Company  
Company Name

Date: June 16, 1999

A.M. Samson, Jr.  
[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]  
Associate General Counsel, Regulatory Affairs  
10 Finderne Avenue, Bridgewater, NJ 08807

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: A.M. Samson, Jr.  
Title: Assoc. General Counsel, Regulatory Affairs  
Address: 10 Finderne Avenue, Bridgewater, NJ 08807  
Tel. Number: 908-685-5198

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR IBM  
Company Name

Date: 8/4/99

James K. Guerin

[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: James K. Guerin  
Title: Senior Counsel  
Address: Route 100, PO Box 100, Somers, NY 10589  
Tel. Number: 914-766-2470

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

~~International Flavors & Fragrances Inc.~~

FOR

Company Name

Stephen A. Block  
Senior Vice President

Date: June 22, 1999

[Name -- Please Type]

[Title -- Please Type]

[Address -- Please Type]

International Flavors & Fragrances Inc.  
501 WEST 57th STREET, NEW YORK, N.Y. 10019

Agent Authorized to Accept Service on Behalf of Above-signed  
Party:

Name: Linda Mack, Esq.

Title: Attorney

Address: Fox Rothschild O'Brien & Frankel LLP, 997 Lenox Drive, Bldg. 3

Tel. Number: 609-896-3600 or 609-895-3325 Lawrenceville, NJ 08648-2311

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR Johnson & Johnson  
Company Name

Date: June 29, 1999

[Name -- Please Type] Michael Ullmann  
[Title -- Please Type] Secretary  
[Address -- Please Type] One J&J Plaza  
New Brunswick, NJ  
08933

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: John N. Beidler  
Title: Asst. General Counsel  
Address: One J&J Plaza, New Brunswick, NJ 08933  
Tel. Number: 732-524-2475

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR Kimberly-Clark Corporation as successor to  
Company Name Scott Paper Company

Date: 7-9-99

[Name -- Please Type] Kenneth A. Strassner  
[Title -- Please Type] Vice President, Environment  
[Address -- Please Type] & Energy  
Kimberly-Clark Corporation  
1400 Holcomb Bridge Road  
Roswell, Georgia 30076

Agent Authorized to Accept Service on Behalf of Above-signed  
Party:

Name: Marcia K. Cowan  
Title: Counsel  
Address: 1400 Holcomb Bridge Road, Roswell, GA 30076  
Tel. Number: 770 587-7254

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR Lucent Technologies  
Company Name

Date: 7/1/97

[Name -- Please Type] Ronald DiCola  
[Title -- Please Type] EH&S Director  
[Address -- Please Type] 475 South Street  
Room 2S082  
Morristown, NJ 07962

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Gary D. Mitchell  
Title: Corporate Counsel  
Address: 475 South Street, Morristown, NJ 07962  
Tel. Number: (973) 606-4098

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR Mattel, Inc.  
Company Name

Date: June 22, 1999

[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]

Jill Burtis, Assistant Secretary  
333 Continental Blvd.  
El Segundo, CA 90245

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Robert Normile  
Title: Senior Vice President  
Address: 333 Continental Blvd./ El Segundo, CA 90245  
Tel. Number: (310) 252-3615

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR Mayco Oil & Chemical  
Company Name

Date: July 7, 1999

By:

// Attorney for Mayco Oil & Chemical  
[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Joseph F. Lagotteria, Esq.  
Title: St. John E. Wayne  
Address: 2 Penn Plaza East  
Tel. Number: Newark, NJ 07105

973-491-3576



THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR Merck & Co., Inc.  
Company Name Merck & Co., Inc.

Date: June 30, 1999

Wendy Leggett, Esq.  
[Name -- Please Type]  
[Title -- Please Type] Senior Attorney  
[Address -- Please Type] One Merck Drive  
P.O. Box 100, Whitehouse Station, New Jersey 08889

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Wendy Leggett, Esq.  
Title: Senior Attorney  
Address: One Merck Drive, Whitehouse Station, NJ  
Tel. Number: 908-423-7810



THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR Monsanto Company/Solutia Inc.

By: Company Name  
Solutia Inc., Attorney-in-Fact,

Date: June 28, 1999 By: \_\_\_\_\_

[Name -- Please Type] Max W. McCombs  
[Title -- Please Type] Director, Environmental,  
[Address -- Please Type] Safety & Health  
10300 Olive Blvd.  
P.O. Box 66760  
St. Louis, MO 63166-6760

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Corporate Trust Company  
Title: Registered Agent  
Address: 28 W. State St., Trenton, NJ 08608  
Tel. Number: 609-538-1818

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR Morton International, Inc.

Company Name

W. V. Aldert E. Greene  
Vice President

Engineering and Regulatory Affairs

Date: June 22, 1999

[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]

100 North Riverside Plaza  
Chicago, IL 60606

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Jeffrey C. Wyant

Title: Environmental Counsel - Morton International, Inc.

Address: 100 North Riverside Plaza, Chicago, IL 60606

Tel. Number: 312-807-2291

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

*mff* FOR OLIN CORPORATION  
\_\_\_\_\_  
Company Name

Date: 6/23/99

\_\_\_\_\_  
Curt M. Richards, Corporate Director,  
[Name -- Please Type] Environmental Health  
[Title -- Please Type] & Safety  
[Address -- Please Type]  
PO Box 248  
1186 Lower River Road, NW  
Charleston, TN 37310

Agent Authorized to Accept Service on Behalf of Above-signed  
Party:

CT Corporation System  
Name: c/o Edward R. Parker  
Title: Registered Agent  
Address: 5511 Staples Mill Road, Richmond, VA 23228  
Tel. Number: 804-262-4042

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR Pfizer, Inc.

~~Company Name~~       

Date: 6/22/99

Paul S. Miller  
Senior V.P., Corp.Counsel  
235 East 42 Street  
New York, NY 10017

[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Peter Paden

Title: Attorney

Address: Robinson, Silverman, Pearce, Aronsohn & Berman LLP

Tel. Number: 212-541-2000

1290 Ave. of the Americas  
New York, NY 10104

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR PPG Industries, Inc.

Company Name PPG

Date: June 28, 1999

E. K. Pollock, Executive Vice President, Office  
[Name -- Please Type] of the Chief Executive  
[Title -- Please Type]  
[Address -- Please Type]  
One PPG Place  
Pittsburgh, PA 15272

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: P. M. King  
Title: Director, Environment, Health and Safety Stewardship  
Address: One PPG Place, Pittsburgh, PA 15272  
Tel. Number: (412) 434-3703

THE UNDERSIGNED PARTY enters into this Consent Decree in the  
matter of United States v. AlliedSignal, Inc., relating  
to the Chemsol, Inc. Superfund Site.

Pratt & Whitney, Division of United  
Technologies Corporation

BY: C. R. Coplein

Date: 7/8/99

Claudia R. Coplein, Vice President EH&S  
400 Main Street, MS101-12  
E. Hartford, CT 06108

[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]

Agent Authorized to Accept Service on Behalf of Above-signed  
Party:

Name: [Please Type]  
Title: Mark J. Zimmermann, Attorney  
Address: Updike, Kelly & Spellacy, P.C., One State Street, Hartford, CT  
Tel. Number: (860) 548-2624 06123-1277



THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR SEQUA CORPORATION (f/k/a  
SUN CHEMICAL CORPORATION  
Company Name

Date: JULY 1, 1999

[Name -- Please Type] L.P. PASCULLI  
[Title -- Please Type] DIRECTOR, ENV. LAW  
[Address -- Please Type]  
3 UNIVERSITY PLAZA  
HACKENSACK, NJ 07601

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Eletha L. Duffy, Esq.  
Title: Outside Counsel  
Address: 475 Wall St., Princeton, NJ 08540-1509  
Tel. Number: (609) 430-9400

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR

Company Name  
Tang Realty, Inc.

Date: 6-30-99

Marvin H. Mahan, President

[Name -- Please Type] Tang Realty, Inc.

[Title -- Please Type] Scotch Plains, NJ

[Address -- Please Type]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Michael K. Mullen, Esq.  
Title: Schenck, Price, Smith & King, LLP  
Address: 10 Washington Street  
Tel. Number: Morristown, NJ 07963-0905  
(973) 539-1000

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR TEXACO INC.  
Company Name

Date: June 24, 1999

[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]

Roger K. Hadley  
Manager, Environmental Project Management Services  
1111 Bagby, Houston, TX 77002

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: R. Scott McCay  
Title: Senior Attorney  
Address: P. O. Box 4596, Houston, TX 77210-4596  
Tel. Number: 713-752-6011

①

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR Reichhold Inc. (f/k/a  
Reichhold Chemicals, Inc.  
Company Name

Date: June 29, 1999

Daniel E. Uyesato, Esq.  
Assistant General Counsel  
P.O. Box 13582

Agent Authorized to Accept Service on Behalf of Above-signed  
Party: Research Triangle Pk, NC, 27709

Name: David P. Flynn, Esq.  
Title: \_\_\_\_\_  
Address: Phillips, Lytle, et al., 3400 HSBC Center, Buffalo NY  
Tel. Number: 716-847-5473 14203

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR Rohm and Haas Company  
Company Name

Date: June 24, 1999

Audrey C. Friedel, Of Counsel  
[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]  
100 Independence Mall West  
Philadelphia PA 19106

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Audrey C. Friedel  
Title: Of Counsel  
Address: 100 Independence Mall West, Philadelphia PA 19106  
Tel. Number: 215-592-6995

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR Schering Corporation  
Company Name



Date: 7/8/99

[Name -- Please Type]	John E. Nine
[Title -- Please Type]	Vice President
[Address -- Please Type]	2000 Galloping Hill Road
	Kenilworth, NJ 07033

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: David Paulin  
Title: Senior Counsel  
Address: 2000 Galloping Hill Rd., Kenilworth, NJ 07033  
Tel. Number: (908) 298-5797

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR SHELL OIL COMPANY  
Company Name

Date: 6-21-99

[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: KENT W. ROGERS  
Title: MANAGER REMEDIATION  
Address: 910 LOUISIANA ST. RM. 1430, HOUSTON, TX 77252-2463  
Tel. Number: 713-241-6429

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR UNION CARBIDE CORPORATION  
Company Name

Date: June 25, 1999

R. J. Cottle  
Vice President, Health,  
Safety and Environment  
39 Old Ridgebury Road  
Danbury, CT 06817-0001

[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]

RT

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Roger Florio  
Title: Environmental Counsel  
Address: Union Carbide Corporation, 39 Old Ridgebury Road,  
Tel. Number: 203-794-6014 Danbury, CT 06817-0001



THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR USX Corporation  
Company Name

Date: June 25, 1999

[Name -- Please Type] William J. McKim  
[Title -- Please Type] Assistant General Counsel  
[Address -- Please Type] 600 Grant St., Rm. 1500  
Pittsburgh PA 15219-2749

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Miles Stipanovich, Jr.  
Title: General Attorney - Real Estate  
Address: 600 Grant Street, Rm. 1500, Pittsburgh PA 15219-2749  
Tel. Number: (412) 433-2813



THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. AlliedSignal Inc., et al., relating to the Chemsol, Inc. Superfund Site.

FOR WYETH-AYERST PHARMACEUTICALS INC.  
Company Name

Date: 6-25-99

JOHN M. ALIVERNINI, ESQ., Assistant Secretary  
[Name -- Please Type]  
[Title -- Please Type]  
[Address -- Please Type]  
170-1 Radnor-Chester Road  
St. Davids, PA 19087

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: John M. Alivernini, Esq.  
Title: Senior Corporate Counsel  
Address: Wyeth-Ayerst Pharmaceuticals Inc., 170-1 Radnor-Chester Road,  
Tel. Number: (610) 902-2612 St. Davids, PA 19087